



1930.

QUEENSLAND.

ROYAL COMMISSION ON RACING AND RACECOURSES.

REPORT,
APPENDICES, AND EXHIBITS
OF
THE ROYAL COMMISSION

APPOINTED TO

Inquire into and Report upon the Control and Management of
Horse-Racing and Racecourses in and around Brisbane and
Ipswich.

MEMBERS OF COMMISSION:

THE HONOURABLE MR. JUSTICE H. H. HENCHMAN, M.A., LL.B. (CHAIRMAN).

J. CADELL GARRICK, Esq., B.A. (Camb.),
BARRISTER-AT-LAW.

F. J. MCCARTHY, Esq.,
BARRISTER-AT-LAW ; COMMISSIONER OF STAMP DUTIES.

SECRETARY:

C. PAGE-HANIFY, F.I.C.A

PRESENTED TO PARLIAMENT BY COMMAND.

BRISBANE :

BY AUTHORITY : ANTHONY JAMES CUMMING, GOVERNMENT PRINTER,

A. 2—1930.

Table of Contents.

COMMISSIONS	PAGE.
REPORT—	5.7
PART I.—RACING AS AT PRESENT CONDUCTED	11
PART II.—REGISTERED RACING—	
A—Racecourses—	
(a) The Brisbane Racecourse	16
(b) The Sandgate Racecourse	18
(c) The Bundamba Racecourse	19
(d) The Albion Park Racecourse	20
B—Race Clubs—	
(a) The Queensland Turf Club	23
(b) The Brisbane Amateur Turf Club	24
(c) Tattersall's Club	29
C—Prize Money	30
D—Race Meetings	30
E—Restriction of Racing	32
F—Stipendiary Stewards	32
G—Board of Control for Registered Racing	33
H—Proprietary Racing	34
J—Admission of New Clubs	34
PART III.—UNREGISTERED RACING—	
A—Racecourses—	
(a) Kedron Park	37
(b) Coorparoo	39
(c) Goodna	40
(d) Strathpine	41
B—Clubs and Proprietaries—	
(a) Kedron Amateur Racing Club	41
(b) Coorparoo Turf Club	47
(c) Goodna Amateur Race Club	48
(d) Strathpine Turf Club	50
(e) Ipswich Amateur Turf Club	50
(f) Metropolitan Owners, Trainers, and Jockeys' Association	52
(g) West Moreton District Amateur Race Club	52
C—Prize Money	53
D—Race Meetings	53
E—Restriction of Unregistered Racing	54
F—Stipendiary Stewards	55
G—Board of Control	56
H—Proprietary Unregistered Racing	57
PART IV.—TROTTING	58
PART V.—GENERAL	59
A—Queensland Breeders, Owners, and Trainers' Association	59
B—Betting	60
C—Betting Houses	60
D—Compensation—Coorparoo Racecourse	60
E—Disposal of surplus assets on winding up of Clubs	61
PART VI.—RECOMMENDATIONS	62
APPENDICES—	
A—List of names of witnesses	65
B—List of Exhibits	66
C—Copies of Agreements—	
(i.) Copy Agreement dated 17th April, 1923, Nathan and Wren to Macfarlane and Rees as Trustees Brisbane Amateur Turf Club	70
(ii.) Copy Agreement dated 17th April, 1923, indemnifying Trustees and Members Brisbane Amateur Turf Club	75
(iii.) Copy Agreement dated 6th December, 1929, Nathan and Wren and Macfarlane, Rees, and Ahern, also annexure Nathan and Wren and Trustees Brisbane Amateur Turf Club	75
(iv.) Copy Agreement dated 24th August, 1923, Nathan and Wren to Bouchard and Rees as Trustees Kedron Amateur Racing Club	79
(v.) Copy Agreement dated 24th August, 1923, collateral to (d).	83
(vi.) Copy Agreement dated 24th August, 1923, indemnifying Trustees and members Kedron Amateur Racing Club	84
(vii.) Copy Agreement dated 5th February, 1930, Nathan and Wren with Bouchard and Rees as Trustees for Kedron Amateur Racing Club	85

Appendices.

	PAGE
A—List of names of witnesses	65
B—List of Exhibits	66
C—Copies of Agreements—	
(i.) Copy Agreement dated 17th April, 1923, Nathan and Wren to Macfarlane and Rees as Trustees Brisbane Amateur Turf Club (Ex. No. 20.)	70
(ii.) Copy Agreement dated 17th April, 1923, indemnifying Trustees and Members Brisbane Amateur Turf Club (Ex. No. 21.)	75
(iii.) Copy Agreement dated 6th December, 1929, Nathan and Wren and Macfarlane, Rees, and Ahern, also annexure Nathan and Wren and Trustees Brisbane Amateur Turf Club (Ex. No. 178.)	75
(iv.) Copy Agreement dated 24th August, 1923, Nathan and Wren to Bouchard and Rees as Trustees Kedron Amateur Racing Club (Ex. No. 23.)	79
(v.) Copy Agreement dated 24th August, 1923, collateral to (d) (Ex. No. 23A.)	83
(vi.) Copy Agreement dated 24th August, 1923, indemnifying Trustees and Members Kedron Amateur Racing Club (Ex. No. 23B.)	84
(vii.) Copy Agreement dated 5th February, 1930, Nathan and Wren with Bouchard and Rees as Trustees for Kedron Amateur Racing Club (Ex. No. 181.)	85

COMMISSION.

GEORGE THE FIFTH, by the Grace of God, of Great Britain, Ireland, and the British Dominions beyond the Seas, King, Defender of the Faith, Emperor of India :—

To The Honourable HEREWARD HUMFRY HENCHMAN, M.A., LL.M., a Judge of the Supreme Court of Queensland, JAMES CADELL GARRICK, Esquire, Barrister-at-Law, and FREDERICK JAMES MCCARTHY, Esquire, Barrister-at-Law, Acting Commissioner of Stamp Duties.

Greeting :

WHEREAS it is expedient in the public interest that full and careful inquiry should be made into the control and management of horse-racing and racecourses (including the form, manner, and extent of such control and management to ensure proper conduct on the part of all persons taking part in horse-racing) in an area comprising the areas of the City of Brisbane and the City of Ipswich and the area between the said cities bounded on each side of the railway line between the said cities by a line running parallel with and distant five miles from such railway line, and into the ownership of all racecourses (including in that term all lands originally granted, reserved, or set apart for the purposes of horse-racing and/or racecourses) in such area, whether at present used as such or not, and the tenure under which the same are held, and into the extent to which each and every such racecourse is used for the purpose of horse-racing and the extent to which horse-racing is carried on in such area, and more particularly into (but without limiting the scope of such inquiry to) the matters following, that is to say :—

- (1.) Under what form of tenure each and every racecourse is held, whether under the provisions of the Land Acts, or under any and what trust or trusts or under freehold or under any and what other tenure ;
- (2.) As to each and every racecourse whether the same is owned or leased or held and/or controlled and/or managed by a *bona fide* club and/or a committee thereof or by any and what person for his or their own use and benefit or by any and what person on behalf of or for the use and benefit of any other and what other person ;
- (3.) As to each and every racecourse owned or leased or held and/or controlled and/or managed by a *bona fide* club and/or a committee thereof, and as to each and every racecourse owned or leased or held and/or controlled and/or managed by any club so called but not being a *bona fide* club and/or by a committee or body of persons purporting to be the committee or controlling body of such club—
 - (a) By whom such committee is elected or appointed ;
 - (b) What are the qualifications for membership of the club and of such committee ;
 - (c) By what method such committee is chosen or appointed ;
 - (d) What is the number of members of the club and of such committee ;
 - (e) Whether the number of members of the club is limited, and, if so, what is or are the reason or reasons for such limitation ;
 - (f) In what manner and for what purpose or purposes the moneys received by such club whether from subscriptions, fees, licenses, charges for admission, totalisator deductions, fractions, and all other sources are expended, applied, disposed of, or used ; and
 - (g) Whether proper books of account are kept by such club, disclosing the manner in which and the purposes for which all such moneys of the club are expended, applied, disposed of, or used.
- (4.) (a) Whether any racecourse has been sold, leased, mortgaged, charged, encumbered, or dealt with or agreed so to be, and, if so, what is the nature and effect of, and what agreements or other instruments have been executed pursuant to or in connection with any such sale, lease, mortgage, charge, encumbrance, dealing, or agreement ;
- (b) What is the financial ability of the party or parties to any such sale, lease, mortgage, charge, encumbrance, dealing, or agreement, or of any person directly or indirectly interested therein to complete and carry out the same.
- (5.) As to each and every racecourse by what person and by what arrangement, agreement, or agreements, if any, the days for holding race meetings thereon are appointed or allotted.
- (6.) (a) Whether it is desirable that the number of days upon which race-meetings are held should be reduced generally, or on any, or if so, which racecourse or racecourses ;
- (b) Whether it is desirable that the days upon which race-meetings may be held should be confined to Saturdays and Public Holidays.
- (7.) Whether it is desirable to reduce the number of race clubs and/or racecourses.
- (8.) Whether it is desirable to restrict or prohibit horse-racing under any, and, if so, which of the existing forms of control.
- (9.) Whether it is desirable to constitute a board of racing control, and, if so, how such board should be constituted, and in what manner should it be elected or appointed.

- (10.) Whether it is desirable that Stipendiary Stewards should be subject to the control of an authority other than the person by whom such Stewards are appointed and/or paid, and, if so, to the control of what authority.
- (11.) As to each and every racecourse whether the same the racing track and other the appointments thereof are reasonably suitable for the purpose of horse-racing, having regard in particular to the safety of jockeys and horses.
- (12.) Whether any racecourse formerly used as such has ceased to be used as such, and, if so, what are the reasons why such racecourse has ceased to be used as such.

AND it is intended by these presents that the word "person" shall mean and include the plural thereof, a corporation, a partnership, an association, a club, and any body of persons: Now, therefore, know Ye that We, reposing especial trust in your zeal, knowledge, learning, industry, discretion, and ability, do by these presents, by and with the advice of Our Executive Council of Our State of Queensland, constitute and appoint you, the said HONOURABLE HEReward HUMFRY HENCHMAN, JAMES CADELL GARRICK, and FREDERICK JAMES MCCARTHY, to be our Commissioners for the purpose of inquiring into the matters hereinbefore mentioned and any other matter pertaining thereto as to you should seem meet: And We do hereby require and enjoin you to make diligent inquiry into the matters aforesaid, and for the purpose to exercise all the powers conferred upon a Commission by "*The Official Inquiries Evidence Act of 1910*" or any Act or Acts in substitution therefor or in amendment thereof: And We do furthermore command and enjoin you to summon before you and to examine all such persons as may appear to you able to inform you concerning the premises and to cause to be taken down in shorthand and reduced into writing the evidence of the several witnesses that may appear before you, and such evidence, together with a full and faithful report touching the matters aforesaid, to transmit to the Honourable The Premier and Chief Secretary of Our said State: And We do hereby appoint You, the said HONOURABLE HEReward HUMFRY HENCHMAN, to be Chairman of this Our said Commission.

In testimony whereof, We have caused the Public Seal of Our said State to be hereunto affixed.

Witness Our Trusty and Well-beloved His Excellency Sir THOMAS HERBERT JOHN CHAPMAN GOODWIN, Lieutenant-General on the Retired List and in the Reserve of Officers of Our Army, Knight Commander of Our Most Honourable Order of the Bath, Companion of Our Most Distinguished Order of St. Michael and St. George, Companion of Our Distinguished Service Order, Governor of Our State of Queensland and its Dependencies, in the Commonwealth of Australia, at Government House, Brisbane, this twenty-ninth day of August, in the year of Our Lord One thousand nine hundred and twenty-nine, and in the twentieth year of Our Reign.

(Signed) JOHN GOODWIN.

By His Excellency's Command,

(Signed) A. E. MOORE.

COMMISSION.

GEORGE THE FIFTH, by the Grace of God, of Great Britain, Ireland, and the British Dominions beyond the Seas, King, Defender of the Faith, Emperor of India :—

To The Honourable HERWARD HUMFRY HENCHMAN, M.A., LL.M., a Judge of the Supreme Court of Queensland, JAMES CADELL GARRICK, Esquire, Barrister-at-Law, and FREDERICK JAMES MCCARTHY, Esquire, Barrister-at-Law, Acting Commissioner of Stamp Duties.

Greeting :

WHEREAS by a Commission under our hand we constituted and appointed you, The Honourable Hereward Humfry Henchman, M.A., LL.M., a Judge of the Supreme Court of Queensland, James Cadell Garrick, Esquire, Barrister-at-Law, and Frederick James McCarthy, Esquire, Barrister-at-Law, Acting Commissioner of Stamp Duties, to be our Commissioners for the purpose of inquiring into the control and management of horse-racing and racecourses and other matters therein mentioned in an area defined in our said Commission : And whereas it is expedient in the public interest that full and careful inquiry should also be made into the same matters as are set out in our said Commission in a further area—to wit, such area as will include the racecourse at or near Strathpine in our said State, and known as the Strathpine Racecourse : Now, therefore, know ye that we, reposing especial trust in your zeal, knowledge, learning, industry, discretion, and ability, do by these presents, by and with the advice of Our Executive Council of Our State of Queensland, constitute and appoint you, the said Honourable Hereward Humfry Henchman, James Cadell Garrick, and Frederick James McCarthy, to be our Commissioners for the purpose of inquiring into the matters hereinbefore mentioned and any other matter pertaining thereto as to you should seem meet : And we do hereby require and enjoin you to make diligent inquiry into the matters aforesaid, and for the purpose to exercise all the powers conferred upon a Commission by “ *The Official Inquiries Evidence Act of 1910 to 1929* ” or any Act or Acts in substitution therefor or in amendment thereof : And We furthermore command and enjoin you to summon before you and to examine all such persons as may appear to you able to inform you concerning the premises and to cause to be taken down in shorthand and reduced into writing the evidence of the several witnesses that may appear before you, and such evidence, together with a full and faithful report touching the matters aforesaid, to transmit to the Honourable The Premier and Chief Secretary of Our said State : And We do hereby appoint you, the said Honourable Hereward Humfry Henchman, to be Chairman of this Our said Commission.

In Testimony Whereof, we have caused the Public Seal of Our said State to be hereunto affixed.

Witness Our Trusty and Well-beloved His Excellency Sir THOMAS HERBERT JOHN CHAPMAN GOODWIN, Lieutenant-General on the Retired List and in the Reserve of Officers of Our Army, Knight Commander of Our Most Honourable Order of the Bath, Companion of Our Most Distinguished Order of St. Michael and St. George, Companion of Our Distinguished Service Order, Governor of Our State of Queensland and its Dependencies, in the Commonwealth of Australia, at Government House, Brisbane, this twenty-third day of October, in the year of Our Lord One thousand nine hundred and twenty-nine and in the twentieth year of Our Reign.

(Signed) JOHN GOODWIN.

By His Excellency's Command :

(Signed) A. E. MOORE.

Entered on Record by me in the Register of Patents No. 17, page 110, this twenty-third day of October, A.D. one thousand nine hundred and twenty-nine.

(Signed) G. W. WATSON,
Under Secretary, Chief Secretary's Department.

1930.

QUEENSLAND.

ROYAL COMMISSION APPOINTED TO REPORT UPON THE CONTROL AND
MANAGEMENT OF HORSE-RACING AND RACECOURSES.

Presented to Parliament by Command.

REPORT.

To His Excellency Sir THOMAS HERBERT JOHN CHAPMAN GOODWIN,
Lieutenant-General on the Retired List and in the Reserve of Officers of
His Majesty's Army, Knight Commander of the Most Honourable
Order of the Bath, Companion of the Most Distinguished Order of
St. Michael and St. George, Companion of the Distinguished Service
Order, Governor of the State of Queensland and its Dependencies, in the
Commonwealth of Australia.

MAY IT PLEASE YOUR EXCELLENCY,—

On the 28th August, 1929, we received Your Excellency's first Commission to inquire into and report upon the control and management of horse racing and racecourses in an area defined by that Commission.

By a second Commission, received from Your Excellency on the 23rd October, 1929, the area so defined was extended so as to include the racecourse at Strathpine.

The area of the Commission's inquiries includes racecourses at—

Eagle Farm,	Deagon,
Albion Park,	Strathpine,
Kedron Park,	Goodna, and
Bundamba,	Doomben.
Coorparoo,	

The sittings of the Commission for the purpose of taking evidence were held in the Land Court Room, Executive Buildings, Brisbane. The inquiry was held in public, and representatives of the Press were present throughout.

The first sitting was held on the afternoon of the 27th September, 1929.

Mr. A. D. McGill, of Counsel, instructed by the Crown Solicitor, Mr. H. J. H. Henchman, appeared to assist the Commission.

The following Counsel Solicitors and other representatives also appeared at this stage to represent the following Racing Clubs, Proprietaries, and Associations :—

- Mr. P. L. Hart (instructed by Messrs. O'Shea, O'Shea, Corser, and Wadley) for The Queensland Turf Club.
- Mr. B. Fahey and Mr. A. D. Graham (instructed by Messrs. O'Mara and Robinson) for The Brisbane Amateur Turf Club.
- Mr. E. T. Real (instructed by Messrs. Bouchard and Holland) for the Kedron Amateur Racing Club.
- Mr. F. T. Cross (Messrs. Morris, Fletcher, and Cross) for Tattersall's Club.
- Mr. W. G. Delaney (Messrs. Delaney and King) for the Trustees of Bundamba Racecourse and for the Ipswich Amateur Turf Club.
- Mr. D. J. O'Mara (Messrs. O'Mara and Robinson) for Doomben Park Recreation Grounds Limited.
- Mr. A. Wagner (Secretary) for the Queensland Breeders, Owners, and Trainers' Association.
- Mr. G. Farrell (Secretary) for the Metropolitan Owners, Trainers, and Jockeys' Association.
- Mr. J. F. Hayes (Secretary) for The Brisbane Trotting Club.

At later stages, Mr. J. E. Burke (Chairman of Directors of Brisbane Amusements, Limited, the owner of Coorparoo Racecourse) obtained leave to represent that Company; Mr. P. J. Frawley (Racecourse Manager) appeared for Mr. T. G. Jones, the owner of Strathpine Racecourse; and Mr. T. W. Bouchard (Messrs. Bouchard and Holland) for Mr. T. G. Jones, as lessee of Goodna Racecourse.

The Commission began to take evidence on the 10th October, 1929, and thereafter sat continuously, with one short adjournment, until the 11th December, 1929.

Eighty-one persons were examined. These included witnesses representative of the various racing interests concerned, racecourse proprietors, stewards and other club officials, breeders, owners, trainers, bookmakers, jockeys, veterinary surgeons, and caretakers. Valuable evidence was also given by representatives of the Brisbane Chamber of Commerce, the Chamber of Manufactures, the Council of Churches, and the National Council of Women, by certain surveyors and other experts, and by members of the public interested in metropolitan racing.

By arrangement between the parties, all witnesses were called by Mr. McGill, being subsequently fully cross-examined on behalf of those interested.

In addition to the verbal evidence, one hundred and eighty-one documents of varying volume were tendered as exhibits.

Your Commissioners personally inspected each of the racecourses, paying particular attention to its physical characteristics and to the extent and condition of its appointments.

A transcript of the verbal evidence, which was taken in shorthand, is attached to this Report.

A list showing the names and descriptions of witnesses will be found in Appendix "A," a list of exhibits in Appendix "B," and copies of certain of the more important exhibits in Appendix "C."

The subject matter of this Report is dealt with under the following heads:—

Part I.	..	..	..	Racing as at present conducted.
Part II.	..	..	..	Registered Racing.
Part III.	..	..	..	Unregistered Racing.
Part IV.	..	..	..	Trotting.
Part V.	..	..	..	General.
Part VI.	..	..	..	Recommendations.

The findings of the Commission are set out in their respective appropriate connections. Its Recommendations will be found in Part VI.

PART I.

RACING AS AT PRESENT CONDUCTED.

Racing in the area covered by the ambit of the Commission is at present provided by a number of associations, clubs, and proprietaries racing under two entirely independent forms of control. These are known to the public as "Registered" and "Unregistered" Racing.

"Registered" Racing may shortly be described as racing conducted by clubs or other bodies for the time being registered with The Queensland Turf Club, which is "the Principal Club" for Southern Queensland, under certain rules known as the Australian Rules of Racing. These rules were framed and adopted about the year 1912, by the leading racing bodies throughout Australia, as the result of a number of conferences held with the object of framing a set of uniform rules suitable for Australian racing conditions. They give to the Principal Club final control in all matters relating to racing within its area.

By "Unregistered" Racing, on the other hand, is meant all that racing, including trotting, which is carried on by clubs or other bodies or proprietaries not registered with The Queensland Turf Club, and consequently not bound by the Australian Rules of Racing.

These clubs and proprietaries are, however, for the most part, associated together for certain purposes, some of which are set out in what are known as the Associated Board Rules. These rules provide for a Board to hear appeals, and for a Licensing Committee, and deal with certain other racing matters. They do not give a governing control to any central representative body in racing matters generally.

Some of these bodies, in addition to galloping events, make provision for trotting. The Brisbane Trotting Club provides for trotting events only.

REGISTERED RACING.

Clubs.—The registered clubs are The Queensland Turf Club, Tattersall's Club, and The Brisbane Amateur Turf Club.

Racecourses.—The racecourses owned or controlled by these clubs are Eagle Farm, Albion Park, and Deagon. The last-mentioned course is under purchase by The Brisbane Amateur Turf Club, but has not been used for racing since 1922. Tattersall's Club races at Eagle Farm, by arrangement with The Queensland Turf Club.

Race Days.—The Queensland Turf Club, as Principal Club, allots the race days of the registered clubs.

In 1929 sixty-two registered race meetings were held in the area, namely on each Saturday and on the following public holidays, viz.:—

New Year's Day	Labour Day
Foundation Day	King's Birthday
St. Patrick's Day	Exhibition Day (Wednesday)
Easter Monday	Boxing Day

and also on the Monday in Exhibition week and on the second Wednesday in November.

The Queensland Turf Club itself raced on twenty-six days, including all the above holidays and the Wednesday in November.

Tattersall's Club was allotted five Saturdays. The Brisbane Amateur Turf Club raced on thirty Saturdays and on the Monday in Exhibition week.

Stipendary Stewards.—The Queensland Turf Club, as Principal Club, appoints three stipendary stewards, who are present at, and whose powers include complete control of all racing matters during every meeting of a registered club.

These stewards are appointed at substantial annual salaries which are contributed to by the registered clubs.

Appeals.—Appeals lie against decisions of the stewards to the Committee of The Queensland Turf Club, whose meetings on the hearing of appeals are open to the Press. The appeal is in the nature of a rehearing, and the appellant is entitled to the assistance of counsel. The decision of the Committee is final.

Registration of Horses and Licensees.—Before being nominated for any event at a registered race meeting, a horse must first have been registered with the Australian Registrar of Racehorses or his Deputy, and all persons taking part at any such meeting in the capacity of trainer, stable hand, apprentice, jockey, bookmaker, or bookmaker's clerk must first receive the license of the Principal Club, which license is required to be renewed annually.

Prize Money.—The minimum prize money distributable at any race meeting of a registered club is determined by the Principal Club. The present minimum so determined is £1,200 for a meeting of six events.

Admission Fees.—The fees charged to the public for admission are as follows:—

				Gentlemen.		Ladies.	
				s.	d.	s.	d.
To Eagle Farm—							
To the Paddock ..	..	..	..	12	0	9	3
To the Leger ..	..	..	..	3	9	3	9
To the Flat ..	..	..	..	1	0	1	0
To Albion Park—							
To the Paddock ..	..	..	..	11	0	5	0
To the Leger ..	..	..	..	2	9	2	9

Persons paying for admission to the Paddock at Albion Park can also obtain admission to the Members' Enclosure on payment of a further fee of 2s. 9d.

Number of Horses in Training, &c.—The number of horses in training or in preparation for registered racing in the area for the year 1929 was about eight hundred.

Number of Licensees and Employees.—The following table shows the approximate number of the respective classes of licensees registered in 1929 :—

Metropolitan Trainers	95
Permits to train	62
Stable employees	118
Metropolitan Jockeys	78
Apprentice Jockeys	34
Bookmakers' Clerks	162
Metropolitan Bookmakers	111
	<hr/>
	660

Probably at least an equal number of unlicensed persons was employed, permanently and as casual hands, in connection with the two registered courses.

Public Attendances.—The average attendances per meeting at Eagle Farm and Albion Park during the year ended 30th June, 1929, were as follows :—

Eagle Farm for twenty-six meetings, 6,800 ;
Albion Park for thirty-one meetings, 4,617.

UNREGISTERED RACING.

Racing Bodies.—Unregistered racing was provided during 1929 by clubs and proprietaries racing under the following names :—

Kedron Amateur Racing Club.
Coorparoo Turf Club.
Goodna Amateur Race Club.
Strathpine Turf Club.
West Moreton District Amateur Race Club.
Ipswich Amateur Turf Club.
Metropolitan Owners, Trainers, and Jockeys' Association.

The Brisbane Trotting Club raced during 1928 but held no meetings during 1929.

Racecourses.—Kedron Amateur Racing Club is the premier unregistered racing concern and races at Kedron Park.

Coorparoo Turf Club, which is the name under which Brisbane Amusements Limited conducts its meetings, carries on its racing at Coorparoo.

The Goodna Race Club, which is proprietary, races at Goodna, and sometimes also at Kedron Park.

The Strathpine Turf Club, which is also proprietary, races at Strathpine.

The Ipswich Amateur Turf Club, The Metropolitan Owners, Trainers, and Jockeys' Association, and the West Moreton District Amateur Race Club, race at Bundamba.

The Brisbane Trotting Club, when it held meetings, raced at Coorparoo.

Race Days.—The following table shows the extent of unregistered racing during the year ended 30th June, 1929, and the days of the week on which such racing was conducted :—

Racing Body.	No. of Meetings held.	Day on which Meeting held.			
		Monday.	Tuesday.	Thursday.	Friday.
Kedron Amateur Racing Club	53	47	5	1	..
Ipswich Amateur Turf Club ..	12	..	..	11	1
Goodna Amateur Race Club ..	12	..	..	12*	..
Strathpine Turf Club	12	..	..	12	..
Coorparoo Turf Club	15	..	5	10	..
	104	47	10	46	1

* Four of the meetings held at Kedron.

It will thus be seen that, during that year, unregistered racing, which always takes place on week days, was responsible for one hundred and four meetings, more than half of which were held at Kedron Park, and most of which were held on Mondays and Thursdays.

None of these meetings were held on any day on which a registered meeting was conducted.

Stipendiary Stewards.—Each unregistered body appoints its own stewards—three in number. These stewards, when paid, receive sums ranging from £5 5s. 0d. per meeting downwards.

Racing Rules.—With the exception of The West Moreton District Amateur Race Club, which races under the rules of the West Moreton District Racing Association, and The Brisbane Trotting Club, which races under its own rules, all the unregistered bodies race under the rules of the Kedron Amateur Racing Club. These rules give the stewards similar powers to those exercisable by the stipendiary stewards of the registered clubs.

Appeals.—The Kedron Park rules of racing and certain resolutions adopted in November, 1922, by representatives of Kedron, Coorparoo, Goodna, and Strathpine, make provision for the hearing by an Appeal Board of appeals from decisions of the stewards of the bodies associated therewith. Nominally, this Board consists of a representative of each of the bodies associated, one of whom acts as Chairman. As at present constituted, it consists of five persons nominally representative of each of five associated bodies. Provision is made for the appearance of counsel for appellants and for the admission of the Press.

Licensing Committee.—The above resolutions also make provision for a Licensing Committee of four persons with power to deal with applicants for licenses. There is in fact no separate Licensing Committee, but the Appeal Board has for some years issued all licenses to jockeys and has recently instituted the licensing of trainers.

Licenses issued to jockeys are of two classes, the one, issued for a higher fee, entitling the licensee to ride at any meeting of an associated body, the other entitling him to ride at meetings other than those held by the Kedron Amateur Racing Club.

Although the Kedron rules of racing make no provision on the point, the associated bodies in fact maintain a system of registration of horses.

Prize Money.—There is no fixed scale for prize money amongst the associated bodies.

Kedron distributes the largest sums. Its prize moneys average about £405 at ordinary meetings for a programme of seven races.

The occasional provision at certain special meetings of larger prizes raises this average to about £447.

None of the other associated bodies approaches such an amount. Coorparoo, which is the next highest, distributes £120 to £135 for a programme of six races; Strathpine, £115 to £130; and Goodna about £120 for a similar programme. The Ipswich Amateur Turf Club gives about £120.

The Metropolitan Owners, Trainers, and Jockeys' Association, which so far has held only one meeting, distributed £217 at that meeting.

The West Moreton District Association held one meeting during 1929, with prize money of £250 guaranteed by a resident of Thagoona.

Many of the meetings above referred to have been held at a loss. This we deal with more fully later.

The Brisbane Trotting Club, which has not lately held any meetings, distributed in 1928 about £100 at each monthly meeting.

Admission Fees.—The admission fees charged by the undermentioned unregistered bodies are shown in the following table:—

Racing Body.	Paddock.		Leger.
	Gentlemen.	Ladies.	
	s. d.	s. d.	s. d.
Kedron Amateur Racing Club	10 0	5 0	2 9
Goodna	10 0	5 0	..
Coorparoo Turf Club	10 0	3 0	3 0
Strathpine Turf Club	10 0	3 0	..
Ipswich Amateur Turf Club	6 0	..	2 0
Metropolitan Owners, Trainers, and Jockeys' Association	10 0	2 0	..

Number of Horses in Training.—The number of horses in training or in preparation for unregistered racing for the year 1929 was about three hundred and fifty.

Number of Licensees and Employees.—The approximate number of owners, trainers, jockeys, and other employees engaged in or about unregistered racing during 1929 was one hundred and seventy-six.

This total does not include bookmakers and their assistants.

Public Attendances.—The average public attendances at the various unregistered racecourses during 1929 were approximately as follows:—

Kedron	1,350
Coorparoo	300
Goodna	180
Strathpine	230
Bundamba (Ipswich Amateur Turf Club) ..	400

The attendances at meetings held by The Brisbane Trotting Club at Coorparoo, during 1928, averaged about one hundred and seventy.

GENERAL COMPARISON

REGISTERED AND UNREGISTERED RACING.

Registered racing, as we found it in the area, is conducted by clubs formed by the association of persons imbued with love of the sport. It is carried on almost entirely during the leisure hours of the community. The racing is controlled, at all stages, in accordance with rules approved by the leading Australian race clubs, by men of standing. The meetings are attended, to a very considerable extent, by a public, of both sexes, in search of recreation and not primarily with a view to gain.

On the other hand, Unregistered racing in and around Brisbane is conducted almost entirely by a few monopolists as a money-making concern. It is carried on during the working week. The personnel in control is not of the same standing as that in charge of Registered racing. The racing itself is of an inferior character. It caters for horses of a generally inferior standard. The prize money offered is frequently, indeed generally, insignificant. The races are run over short distances, and constitute no test of stamina. Its patrons are drawn from a strictly limited section of the community, almost exclusively male, who attend the meetings in the hope of gain.

It is these substantial differences that have necessitated the separate treatment of Registered and Unregistered racing.

PART II.

REGISTERED RACING.

A.—RACECOURSES.

- (a) The Brisbane Racecourse (Eagle Farm).
- (b) The Sandgate Racecourse (Deagon).
- (c) The Bundamba Racecourse (Bundamba).
- (d) The Albion Park Racecourse (Albion Park).

(a) *The Brisbane Racecourse (Eagle Farm).*

Land Tenure In 1863 certain lands were granted to trustees upon trust "for the appropriation thereof as a site for a racecourse and for no other purpose whatsoever." These lands, which were granted under the provisions of "*The Alienation of Crown Lands Act of 1860*," by deed of grant No. 6537, contained an area of about 320 acres, and were situated in the Parish of Toombul.

By "*The Brisbane Racecourse Acts, 1875-1880*," the trustees were empowered, with the approval of the Governor in Council, to sell or mortgage about 189 acres of the lands, subject to certain provisions as to the disposal of moneys so obtained. They were further empowered to grant leases not exceeding five years or, with the approval of the Governor in Council, not exceeding twenty-one years, of the lands or any part thereof. Full provision was also made for the application to racing purposes of moneys raised by the exercise of these powers.

By a series of transactions, not necessary to be set out, the greater portion of such 189 acres has been sold. The balance of the lands still subject to the trust comprises an area of about 133 acres 1 rood 6·4 perches, which is now under "*The Real Property Acts*," and is the land comprised in certificates of title Nos. 313933, 313934, 313935, and 313936.

The land is subject to mortgage to the Queensland National Bank, Limited, under registered mortgages Nos. 213098, 275781, 311189, and No. A75049. Portion of it, comprising 5 acres 1 rood 3·7 perches is now leased to the Brisbane City Council for use as a park. The remainder is held by The Queensland Turf Club under registered lease No 802163 in favour of Charles Andrew Morris as Chairman for and on behalf of the Club for twenty-one years from 22nd September, 1920. This lease provides for a yearly rental of £700, to be satisfied by the payment of interest due by the lessors on the said mortgages or any subsequent mortgages in substitution therefor. The lessee contracts to keep all improvements in repair and to expend not less than £20,000 on improvements during the first year of the lease. In fact, the lessee has expended very much larger sums during the term of the lease.

The trustees are financially able to complete and carry out the terms of the mortgages, and the Club is financially able to complete and carry out all obligations imposed by the lease.

Financial
Ability of
Trustees and
Lessee.

In addition to the lands so held under lease, the Club has acquired and holds in fee-simple, in the name of its Chairman, and uses as part of its racecourse, an adjoining area of 1 rood 25·5 perches, being the land described in certificate of title No. 302720, Volume 1650, Folio 210.

This portion is at present held by Mr. Morris, as trustee for the Club, under nomination of trustees No. 24030, dated 30th June, 1928.

The Eagle Farm Racecourse comprises five tracks, as follows:—

The Course Proper (Grass)	1 mile 2 furlongs	15 yards.
The Big Grass, or Two-Year-Old Track .. 1 ..	1 furlong	143 ..
The Sand Track (Sand)	1 .. 1 ..	80 ..
The Cinder Track (Cinders)	1 .. 1 ..	33 ..
The Little Grass Track	1 .. 0 ..	180 ..

Description
of Racing
Tracks, &c.

The course proper contains a straight of about 2 furlongs to the winning-post. Its minimum width is 100 feet, and no turn is of a less radius than 10 chains.

The four training tracks are well constructed and well suited for use in the various stages of training.

The appointments embrace three enclosures for the public, viz.:—The Paddock, the Leger, and the Flat. Large Grand and Members' Stands have been erected in the Paddock and a smaller but still large Grandstand in the Leger. On the Flat is a large covered shelter-shed.

Appoint-
ments.

These are all of up-to-date construction and in excellent condition.

Modern Hodsdon automatic totalisators, well-housed, serve all three enclosures.

Jockeys are provided with suitable and well-appointed changing and bath rooms.

An adequate number of horse stalls have been erected.

The extensive lawns and promenades are kept in first-class order and are well provided with shade trees.

The other appointments, including Refreshment Rooms, Bars, &c., are ample.

A well-appointed casualty ward is provided. A surgeon and a veterinary surgeon are in attendance at every meeting. A motor ambulance follows each race, and a special horse ambulance is always available.

In a word, the course does credit to the Club and indicates a strong desire to study the requirements of, and to make the racing attractive to, the public.

Safety of
Jockeys and
Horses.

As a result of the very suitable conformation of the racing track, of the care bestowed on its upkeep, and of the strict supervision exercised during racing by the stewards, the risk of injury to jockeys and horses alike has been reduced to a minimum.

The track is safe for jockeys and horses, with the present limit of fields, namely twenty-six runners in ordinary events.

Suitability
for Racing
Purposes.

Beyond doubt, the racecourse, the track, and the appointments generally are eminently suitable for racing purposes.

(b) *The Sandgate Racecourse (Deagon).*

Land
Tenure.

By deed of grant No. 76020, dated the 9th October, 1890, certain lands in the County of Stanley, Parish of Nundah, being the lands described in the said grant as the "the Racecourse Reserve" and comprising a total area of 87 acres 0 roods 22 perches, were granted to trustees upon trust "for the purpose of a racecourse and for no other purpose whatsoever."

By registered mortgage No. 334447, made with the consent of the Governor in Council under the provisions of "*The Sandgate Racecourse Act, 1896*," and dated 1st August, 1898, the whole of the lands were mortgaged to the Queensland National Bank, Limited, to secure the sum of £2,000.

By registered transfer and charge No. 341698, dated 21st December, 1899, that Bank, as mortgagee exercising power of sale, transferred the lands to Andrew Joseph Thynne in consideration of £200 then paid and of a charge to secure the balance, viz., £2,980, still owing to the Bank.

By transfer of mortgage No. 354217, dated 19th December, 1900, the Bank conveyed its interest as mortgagee under this charge to George Wilkie Gray and Andrew Joseph Thynne for the sum of £2,017 9s. 7d.

By registered nomination of trustees No. 374528, dated 21st May, 1902, Mr. Thynne conveyed his interest to Robert Fraser, the then President of Tattersall's Club, upon trust for the members of that club, subject to the mortgage to Messrs. Gray and Thynne.

By registered transfer No. 546053, dated 21st December, 1911, Messrs. Gray and Thynne, as mortgagees exercising power of sale, conveyed the lands to Benjamin Nathan and John Wren, as tenants in common, for the sum of £2,800.

Pursuant to this conveyance, Messrs. Nathan and Wren are now registered as tenants in common in fee, free from incumbrance, of the lands, and certificates of title Nos. 201065 and 201064, both dated 18th January, 1912, have been issued to them respectively for undivided moieties.

By an agreement dated 17th April, 1923, but executed on 21st March, 1923, made between Benjamin Nathan and John Wren, as vendors, and James Park Macfarlane and George Rees, trustees of The Brisbane Amateur Turf Club, as purchasers, the lands were agreed to be sold, together with

the Albion Park Racecourse and its appurtenances, to the purchasers. This agreement is set out in full in Appendix C hereto. It has recently been varied by a further agreement dated 6th December, 1929, made between the same parties, which is also set out in full in the same Appendix.

The terms of this contract of purchase, which is still in course of performance, are fully dealt with elsewhere in this Report.

The racing track proper, which is circular in formation, with a straight of about one furlong, is approximately one mile in circumference and is grass. Its width is sufficient to accommodate a considerable field of horses. Outside the track proper is a sand training track.

Description
of Course.

The course, which has not been used for racing since 1922, appears to have been divided into Paddock and Leger enclosures, each containing a small stand. At present the external fences are in some disrepair, the internal enclosure fences are practically non-existent, and the stands are dilapidated. There are a considerable number of horse-stalls, in fair order, and a small totalisator house, greatly out of repair.

Appoint-
ments.

Apart from the above and the running rail itself, which requires attention, there are practically no improvements on the property, and it would require a very considerable expenditure to equip the course with appointments suitable for racing.

(c) *The Bundamba Racecourse.*

By a proclamation issued on 10th February, 1890, under "*The Crown Lands Act of 1884*," certain lands at Bundamba were temporarily reserved and placed under the control of trustees as a racecourse. The lands are situated in the County of Stanley, Parish of Ipswich, and are shown on plan of survey, catalogue No. 1733-2106c. Their area is 93 acres 1 rood 14 perches. They are still held on trust for racecourse purposes. The present trustees are Messrs. John Canty, Frank Arthur Cooper, Patrick Monaghan, and Thomas Wall.

Land
Tenure.

By an agreement dated 29th May, 1915, the then trustees agreed with John Wren to permit him, for a period of five years, to use and occupy the course for any number of days which he might require for the purpose of preparing for, and carrying out races thereon. The consideration was to be the payment by Mr. Wren of £15 for each race meeting to be held by him, with a minimum of £90 per annum. He also undertook to insure the buildings, to keep existing improvements in repair, and to erect further improvements, but was not required to expend more than an average sum of £60 per annum. The trustees undertook to maintain the tracks and employ a caretaker and not to permit the use of the tracks for any purpose, except during one week prior to a race meeting. Provision was made to permit the trustees to allow racing dates to the Ipswich Amateur Turf Club and to any athletic Sports Club, but Wren was to have priority of days, except that Boxing Day was reserved for the Ipswich Amateur Turf Club. Except on Boxing Day, the trustees were not to permit the Ipswich Amateur Turf Club to race on the course within seven days prior to a meeting conducted by Wren.

This agreement gave Wren an option of renewal for a further five years. This option has in fact been exercised from time to time. The latest agreement, dated 10th June, 1925, is still in force and contains a similar option.

By an agreement of 1st January, 1929, the trustees have, in consideration of an annual payment of £10, granted to the Commonwealth, for a period of three years from that date, landing rights for aircraft over that portion of the property which lies within the racing track proper.

Description
of Track.

The racing track, which is oval in shape, with safe and easy curves, has a straight of about one furlong.

It is a full mile in circumference, is of grass, and is in good condition.

Its width is ample to accommodate with safety a considerable field.

There is at present no separate training track.

Appoint-
ments.

The appointments include a fairly large grandstand and a small Hodsdon automatic totalisator. These are shabby but otherwise in good condition.

Safety for
Jockeys and
Horses.

The racing track is safe for jockeys and horses.

Suitability
for Racing
Purposes.

Except with regard to its distance from Brisbane, about 21 miles, and to the present condition and extent of the improvements, this course is very suitable for racing purposes.

It was in fact used for many years for registered racing, but owing to reasons dealt with later, has of recent years been used only for unregistered racing.

(d) *The Albion Park Racecourse.*

Land
Tenure.

The lands comprising the Albion Park Racecourse at present total an area of 39 acres 0 roods 7·11 perches.

This area includes a large number of portions of land under *The Real Property Acts*, alienated from the Crown prior to the year 1890.

On 11th February, 1890, 25 acres 2 roods 16 perches of the land were sold by the then owner to The Breakfast Creek Sports Ground Proprietary, Limited, for the sum of £8,000. On the same day, the same Company purchased from other owners further areas of land totalling 3 acres 2 roods 8·15 perches.

By registered mortgage No. 220341, dated the same day, the Company mortgaged all the said lands to the Royal Bank of Queensland, Limited, to secure the sum of £18,000.

Subsequently, on the liquidation of the Company, that Bank became owner in fee-simple of all the said lands as from the 1st February, 1894.

As the result of a large number of transactions, not necessary to be set forth, the Bank also became entitled, in or about the same year, to the fee-simple ownership of other contiguous lands of a total area of 17 acres 1 rood 16·14 perches. The Bank had thus acquired a total holding of 42 acres 3 roods 32·14 perches.

In 1909 the Bank agreed to sell to one Wesley Castles, for the sum of £30,000, an area of 38 acres 2 roods 11·52 perches, part of its said holding.

Later in the same year, Castles assigned the benefit of this contract to Messrs. Nathan and Wren for £31,000.

This sale was duly completed, and on the 14th December, 1916, by registered transfer No. 678909, Messrs. Nathan and Wren became registered proprietors in fee-simple as tenants in common of the said 38 acres 2 roods 11.52 perches.

As a result of various small transactions, this area was increased by Messrs. Nathan and Wren to 39 acres 0 roods 24.62 perches, for which area new deeds of grant Nos. 110016 and 110015 for undivided moieties as tenants in common were issued to them respectively in 1922.

They subsequently sold small portions, and now hold the balance, 39 acres 0 roods 7.11 perches, in undivided moieties as tenants in common in fee, free from incumbrances, under certificates of title Nos. 334044 and 334043.

By the Agreement of 17th April 1923 already referred to, as varied by the subsequent Agreement of 6th December, 1929, also already referred to, this land is in process of being sold, together with the Deagon course and the goodwill of the business previously carried on by the vendors, to The Brisbane Amateur Turf Club, for the sum of £450,000, payable by a deposit of £10,000 and by equal monthly instalments of £2,000, the balance of the purchase money being payable on or before the 1st March, 1940.

Up to 30th June, 1929, a total of £161,110 of this purchase money had been paid, leaving a balance of £288,890 still owing.

Site and Formation of Track.—Originally, this site was a swamp subject to some extent to tidal influences. Portion of this swamp was filled in, partly with logs but mainly with sandstone and rubble, to form the foundation of the racing track. On such a foundation it would be impossible to grow grass. Part of the swamp still remains inside the track. The stone foundation is covered with from three to four inches of loose sand, which forms the running surface. The track thus formed needs constant inspection and attention to prevent accidents, as small subsidences occasionally occur, requiring repair of the foundation itself and the spreading of more sand. The sand surface is kept as far as possible at a uniform depth of three to four inches. If this depth is not maintained, injury to the horses, by jarring on the underlying stone, is probable.

Description
of Course.

In the above features the Albion Park Racecourse is unique in Australia.

There is no separate training track, the outer parts of the course proper being used for that purpose.

The length of the track, measured close to the rails, is 6 furlongs 19 feet 6 inches.

Length and
Width.

Its width varies considerably. The maximum width—92 feet 6 inches—is found on the Eastern side of the track. Thence the track narrows to 58 feet 4 inches at the beginning of the turn into the straight. As this turn approaches the straight, the track widens to 82 feet 6 inches. The straight, which is a little less than 1 furlong in length, narrows to 64 feet at the winning-post. The minimum width is 43 feet, at the back of the course.

All the turns are sharp. The first turn out of the straight is a curve of 5 chains radius. This is followed by a curve of 4 chains 20 links. The curve out of the back stretch is 3 chains; and, finally, a curve of 3 chains 70 links leads into the straight.

Curves.

	All these turns would be unsafe with a grass track.
Drainage.	The track is well-drained, and is available for use in practically all weathers.
Starting Lane.	For the purposes of $5\frac{1}{2}$ -furlong races, a special starting lane has been constructed off the course proper so as to afford approximately a furlong run before the horses reach the first turn.
Appoint-ments.	The enclosures available to the public are three in number—the Members' Enclosure, the Paddock, and the Leger. There is no Flat.
	The Members' Enclosure contains a stand capable of seating some three to four hundred people. It is available to patrons who pay an extra fee as well as to members. This stand is modern and in good condition.
	The Paddock contains a fair-sized grandstand capable of seating about one thousand persons. Part of this stand is not covered. The structure is old, but appears to be sufficiently maintained. Under this stand are adequate refreshment rooms and other services.
	The Paddock, though small, is well laid out with lawns, flower gardens, and shade trees.
	An automatic Hodsdon totalisator in good condition serves both Paddock and Leger Enclosures.
	The Leger stand is of considerable size, but contains little or no seating accommodation and is largely uncovered. Apart from this stand, no attempt has been made to improve this enclosure.
	Ample horse stalls of the usual type are provided.
	During all meetings a surgeon and an ambulance wagon are in attendance and a sufficiently appointed casualty room with two beds is available. A veterinary surgeon and a horse ambulance are also present.
Safety of Jockeys and Horses.	This course is safe for jockeys and horses but subject only to the fulfilment of the four following conditions, that is to say, a strict limitation of fields, constant supervision of its foundations, the maintenance of a sand surface of sufficient and uniform depth, and unremitting vigilance by the stewards against interference during the running of a race.
	The maximum field at present permitted in races of 7 furlongs, 1 mile, and $1\frac{1}{4}$ miles is eighteen. For races of $5\frac{1}{2}$ and $6\frac{1}{2}$ furlongs, the maximum is fifteen and fourteen respectively.
	In May, 1929, a strong petition, signed by about one hundred and sixty owners, trainers, and jockeys using the course, was presented to The Queensland Turf Club Committee. This petition asked, <i>inter alia</i> , for a reduction of the maximum field at Albion Park to fourteen runners at the 7 furlong post, with corresponding reductions at other starting points. The reasons adduced in this petition were amplified in evidence before us by a number of witnesses. The petition was referred to the stewards, who reported unanimously in favour of the retention of the present maximum.
	Nothing in the evidence warrants a conclusion that this report is not to be relied upon.
	Long experience has shown that, with vigilant stewards and the other precautions we have enumerated, an undue proportion of accidents can be avoided.

There is, however, always present some risk of casualty inherent in the nature of the foundation, a risk not shared by other courses. It follows that any relaxation of care in inspection or in preparation of the racing track, or on the part of the stewards, is more likely to lead to accidents than on other courses. That these risks are not imaginary is shown by the fact that some owners and trainers refuse to use the course at all, while others do not race their best horses there.

Such a track as above described is unsuitable for weight for age and other long distance races. In fact, with the exception of one $1\frac{1}{4}$ -mile race, the longest distance run is 1 mile and 57 yards. The heavy going is too trying for and is unsuited to two-year-olds. For short distances, however, the sand at Albion Park appears to suit some horses better than the turf at Eagle Farm.

Suitability
for Racing
Purposes.

Such suitability for racing as this course possesses is derived from the fact that the running surface is sand.

But for this sand, the track would be entirely unsuitable for racing purposes. The sand surface, while perhaps originally put down because grass would not grow on the foundations, and in order to enable the business of racing to be carried on irrespective of the weather, is necessary to give the horses a firm foothold round the turns—turns too sharp for a turf course. The fact that the track is only 6 furlongs in length, while accounting for this sharpness, emphasises the disadvantages necessarily due to an outside position at the starting barrier.

The central position of the course, combined with the absence of a second suitable grass track, has been the main factor in rendering possible its successful use for racing, despite its natural disadvantages.

At the same time, this central position and the limited area available prevent any extension of the track or any probability of its conversion into a good racecourse.

Moreover, there is not enough room for an extension of the stands and other appointments sufficient to accommodate such numbers of patrons as even now frequently attend Eagle Farm.

In short, this racecourse and its appointments are inadequate to the needs of to-day, and the well-being of the racing public would be better served by the early substitution of a grass course of more suitable characteristics and with better appointments.

B—RACE CLUBS.

- (a) The Queensland Turf Club.
- (b) The Brisbane Amateur Turf Club.
- (c) Tattersall's Club.

(a) *The Queensland Turf Club.*

The Queensland Turf Club is a *bona fide* club, and is the premier racing club in the Southern Division of Queensland. Its objects embrace the holding of meetings for purposes of recreation and the improvement of the breed of horses and the formulation of rules for the conduct of racing in Southern Queensland.

The Club consists of persons of good repute duly elected by ballot of the committee after nomination by an existing member. Members pay an entrance fee of £10 and an annual subscription of £3 3s.

Members.

Committee.

The management is vested in a committee of twelve, six of whom, being those longest in office, retire in each year. Their successors are elected by postal ballot of the members. Each candidate for the committee must be a member of the Club, and must be nominated in writing by a member of the club twenty-four days before the date of the Annual Meeting.

Limitation of Members.

The rules provide for the limitation of members to eight hundred, which number was reached some years ago.

This limitation was fixed in July, 1923, by resolution of the members in general meeting, and has since been adhered to by large majorities, notwithstanding various attempts to have it raised.

It is difficult to estimate the reasons which prompt individual members to adhere to this limit. On the last occasion on which the question was raised, the Annual General Meeting, of July, 1929, the committee, being divided on the point, made no recommendation, but left the matter entirely open to the members. Individual members of committee spoke for and against an alteration of the rule, and finally the motion for an increase to nine hundred was defeated by an overwhelming majority.

Before this division was taken the Treasurer had argued strongly against an increase of membership on the ground of probable financial loss to the Club. No doubt this consideration affected some members. Others were probably influenced by more or less selfish reasons. Some perhaps considered that, as their Club's limitation was already more liberal than that in force in the Victorian Racing Club and the Australian Jockey Club, there was no reason for altering it. Possibly others considered that the members' accommodation was already sufficiently taxed.

The normal waiting list is not unduly large. The number of would-be members is in the vicinity of eighty, of whom between thirty and forty are admitted annually by reason of deaths, resignations, &c.

Some witnesses suggested that it was improper to have a limitation at all, and that a higher entrance fee and annual subscription should be charged and the limitation of members abolished. Alternatively, they suggested that the limit should be raised.

No satisfactory reasons were, however, established for any statutory interference with the decision of the members on this point.

Disposal of Revenue.

All moneys received by the Club, from whatever source, are used, expended, and disposed of in prize money, expenses of maintenance, improvements, the payment of taxation, and donations to charities.

Books of Account.

Proper books of account are kept, which correctly disclose the manner in which and the purposes for which all moneys are disposed of and expended.

(b) *The Brisbane Amateur Turf Club.**Bona fides.*

The *bona fides* of this club has, from its inception, been generally doubted by the racing community. The Commission consequently devoted great attention to this question. A very considerable body of evidence, both verbal and documentary, was taken on the point. The witnesses included one of the vendors, Mr. Wren, the promoter of the Club, Mr. G. M. Dash, the first Chairman of Committee, Mr. A. M. Oxlade, and several original members.

The question for decision, as your Commissioners interpret the Commission, is whether the body of persons now in possession of Albion Park under the name "Brisbane Amateur Turf Club" is really a club or society conducting, under a given constitution and set of rules, race meetings for its own benefit, or whether that body of persons is merely an agency, carrying on for Messrs. Nathan and Wren, under the guise of such a club, and under cover of a pretended contract of purchase, the business theretofore conducted by them personally on that racecourse.

The evidence relevant to the issue so raised may be stated as follows:—

The first connection of the Melbourne partnership of Nathan and Wren with Queensland racing was on the purchase in 1909 of Albion Park for £31,000. Thereafter, the firm carried on a racing business there under the name "Albion Park Jockey Club."

Being desirous, as Mr. Wren now admits, of securing a monopoly of metropolitan racing in Brisbane outside Eagle Farm, they proceeded gradually to acquire, partly in their own names and partly in the names or through the agency of various associates, control of all the other courses or projected courses surrounding Brisbane.

Thus, in 1911, the Sandgate Course was bought right out. In 1912, Kedron Park, together with a right to hold night races on the Brisbane Cricket Ground at Woolloongabba, was acquired in the name of Mr. Frederick Thomas, of Melbourne. In 1915, the agreement already referred to was made with the trustees of Bundamba. In 1919, a controlling interest was acquired in the company owning Doomben. In 1920, a lease was secured over Goodna by two gentlemen, one of whom was Mr. Lawrence, manager of Kedron Park. In 1922, Strathpine was bought outright by Mr. T. G. Jones, of Melbourne, a son-in-law of Mr. Nathan. Finally, in November, 1922, a controlling interest was secured in Coorparoo, the only course then remaining outside the combine.

Thus, by the end of 1922, the desired monopoly was completely attained, and the monopolists had nothing further to fear except from a possible interference by Parliament.

During the years covered by these transactions, which were carried through without publicity and screened by the retention of the names of clubs as operating the various courses, the public and the Press had more than a suspicion of what was going on.

Resentment at the alleged operations of Southern racing syndicates found expression as early as 1914 in a motion tabled in Parliament for the suppression of proprietary racing and in numerous articles in the Press. These indications of public feeling in no way deterred Messrs. Nathan and Wren from consolidating their position. The Press attacks became intensified on its becoming known, late in 1922, that Coorparoo, as well as all the other courses, had passed under the control of some Southern syndicate.

With the alleged object of retaining for the racing public of Brisbane some proportion of the vast profit believed to be derived by Melbourne interests from Albion Park and the other allied concerns, Mr. Dash, then proprietor of a weekly newspaper, in conjunction with one of the leading dailies, commenced simultaneously a strong agitation against proprietary racing and a movement for the formation of a new racing club. This was early in January, 1923.

Possibly Messrs. Nathan and Wren were alarmed by this development and thought the time had come to sell; possibly, being now in an unassailable position and minded to sell on their own terms, they encouraged and even inspired it. Yet it is fair to say that both Wren and Dash deposed to being strangers one to the other at that date and to being at arm's length throughout the subsequent transactions.

Wherever the truth lies—and it is difficult to reach a conclusion one way or the other, particularly as several of the persons alleged to have been connected with the movement for a new club have since died—Wren came forward with a proposition to lease his courses to the proposed new club. Negotiations followed, and finally an arrangement for the sale to the new club, which had been formed in the meantime, of Albion Park and Deagon, was come to on 21st March, 1923.

This agreement, already referred to, is embodied in Exhibits 20 and 21. (See Appendix C.)

Its terms themselves raise doubts as to whether they were the result of a genuine attempt to bargain. It purports to have effect as from 1st January, 1923. In substance, it provides for the sale of Albion Park and Deagon, for £450,000, payable by a deposit of £10,000, the balance to be paid by equal monthly instalments of £4,000 without interest, the first instalment becoming due on 1st May, 1923. The vendors, at their option, might, however, charge interest at 7 per cent on overdue instalments, or might, on default, cancel the sale and forfeit all payments already made. The consideration was apportioned, as to £50,000, to tangible assets and, as to £400,000, to goodwill. Neither the trustees nor the members of the club were to be liable in person or property for the performance of covenants. This meant, seeing that the club had no assets, that the purchase price, other than the deposit, was to be paid out of future profits. Obviously, too, the price included capitalised interest over the period of payment, about nine years. At 7 per cent. this would make the cash value approximately £334,000.

Wren stated in evidence that the annual profits of the firm from Albion Park immediately prior to the sale were about £30,000 and increasing, and that Dash had examined the books before purchasing. The profits for the first four months of 1923, which, under the contract, became the property of the purchaser, in fact exceeded £10,000, but it is difficult to understand how Dash, if he had really examined the books, brought himself to consent, on behalf of his club, or succeeded in inducing the other promoters of the club to consent, to a contract calling for annual instalments of £48,000. Particularly is this so as the promoters must have contemplated as not unlikely the possibility of The Queensland Turf Club reducing the number of racing dates allotted to Albion Park and increasing the minimum prize money prescribed for a meeting. On these points no efforts had then been made to seek reassurance.

Possibly Dash's action may be accounted for by sanguine optimism, while the fact that club members were to incur no liability may account for the action of the executive of the club in accepting such a contract.

Apart from some such explanation consistent with honesty of purpose, the execution for the club of this agreement, imposing on it financial burdens almost obviously impossible of performance, appears, at the present time at all events, intelligible only on the supposition that the document was signed, not as a genuine contract intended and expected by the parties to be fulfilled, but with a view to some ulterior scheme concerted between them.

Needless to say, the club has never been able to make the stipulated payments. It was urged that this inability was due, notwithstanding a growth in income in the early stages, to an unexpected increase by The Queensland Turf Club in the minimum prize money distributable at a meeting, and to the imposition of income tax. As already shown, however, an increase in minimum prize money should have been and probably was contemplated. And although the imposition of income tax was unexpected, and made a very heavy drain on the club's resources, the gross receipts, even in the absence of that tax, would still have been substantially insufficient to enable the performance of the contract.

On the execution of the agreement, a cheque for £10,000, dated 21st March, 1923, and signed on behalf of the club, was handed to the vendors in payment of the deposit.

This was another circumstance calling for explanation. At the time, the club had no moneys to meet this cheque. It was not presented for payment until 3rd April, 1923. Meanwhile, the club, which had arranged with Dash for a loan of £10,000 at 10 per cent. interest, had received £8,000, part of such loan, from Dash, and had also received from the vendors, as part of the profits for 1923, which were to go to the club, the sum of £6,878 13s. 7d. It was thus that the club was enabled to meet the cheque when presented.

The Commission was unable to satisfy itself from what source Mr. Dash, who admitted that the loan was not made from his own moneys, was able to make this advance of £8,000.

All that could be ascertained was that, on 16th March, 1923, £10,000 Commonwealth Bonds were lodged in a Sydney bank, in the name of Dash, by way of security, and that Dash thereupon drew a cheque for £9,000 against these bonds in favour of his Brisbane account, from which account he then advanced the £8,000. Dash alleged that these bonds were handed to him in Sydney personally by the late the Honourable A. J. Thynne, at the instigation of the late Mr. J. J. Knight. His evidence on this point, however, was quite unsatisfactory, and it was proved that Mr. Thynne had not been in Sydney at the relevant time. Dash, however, strenuously denied that Messrs. Nathan and Wren or any of their associates, in any way assisted in finding these moneys. Wren also deposed that his firm and he himself did not find the deposit moneys.

The club, which was first mooted at a meeting of seven persons, including Dash, on the 12th January, 1923, adopted draft rules on the 22nd January, 1923. These rules provide for the payment of an entrance fee of £20 and an annual subscription of £5. Besides containing the provisions usual in such cases, they are prefaced by a declaration of intention that the club is to be so conducted that none of its revenue shall be used for any personal profit or gain.

The club comprised, at the signing of the agreement, only about eight or nine members, and has since made no vigorous efforts to add to its numbers. By the end of 1923, the membership had increased to forty-four. The entrance fee and the first subscription of several of the members was, however, arranged by Dash. Since 1923, a few members have fallen out and a few have joined, the number never exceeding forty-nine.

With the exception of two life members, all the present members, who include a number of well-known business men, have, at any rate for the last few years, duly paid their annual subscriptions out of their own moneys.

Committee meetings have been held more or less regularly. An annual meeting has been held in each year, at which the attendance has been poor. At these meetings, members of committee have been duly elected according to the rules, and other club business appears to have been properly conducted.

Only two of the original members of committee still have seats on that body.

The actual racing has been in the hands of the manager employed in the time of Nathan and Wren. It was not, however, shown, that these gentlemen have ever attempted to interfere with the management or control of the property or with the conduct of the racing.

Finding
as to
Bona fides.

On this evidence, looked at as a whole, the Commission is still left in doubt as to whether Nathan and Wren and the original promoters did intend a genuine sale, and whether the terms of sale were not designedly and by preconcert so arranged as to keep the property always within the reach of the vendors, should they determine to resume control.

With regard to the present position, however, the Commission has reached the conclusion that the club now governs its own actions in its own interests, in accordance with its own constitution and rules, owes no allegiance to the vendors, and is a *bona fide* club.

The Commission has been aided in reaching this conclusion by the execution, after the whole position had been fully ventilated, of the two amending agreements of 6th December, 1929. The amendments effected by these documents all render more possible the ultimate acquisition by this club of the property. They reduce the annual instalments from £48,000 to £24,000. They cancel the option originally given to the vendors to charge interest on instalments now in arrear—a right the exercise of which would have put the club in an impossible position. They remove certain difficulties pointed out during the hearing as to the legal effect of the original agreement.

All these alterations point in the direction of the present recognition, by independent contracting parties, of a genuine existing contract of sale.

Members.

The rules provide that the club shall consist of all persons who have been duly elected as members thereunder. Every candidate must be proposed and seconded in writing by a member of the committee. Election is by ballot of the committee. Membership is completed by payment, after election, of the entrance fee of £20 and the first annual subscription of £5.

The present number of members is forty-nine, consisting of two life members and forty-seven ordinary members.

The rules provide for an annual general meeting for the purpose, *inter alia*, of filling up by election all vacancies on the committee.

The committee, in which is vested the management of the club, consists of eight members, elected at such annual meeting, after nomination in writing by a member at least sixteen days before such meeting. The four members of the committee longest in office retire annually,

Limitation
of Members.
Disposal of
Moneys.

There is no limitation in the number of members.

The moneys received by the club from all sources have been applied in payment of upkeep, in prize money, in improvements, in taxation, and in reduction of the purchase moneys still remaining due on the purchase of the property.

Up to 1927, proper books, from an accountancy point of view, were not kept. In that year, a new set of books was opened. These have since been kept by a firm of accountants. They disclose the manner in which and the purposes for which all moneys of the club are expended, applied, disposed of, or used.

Books of
Account.

As already appears, the amount of purchase money still outstanding at 30th June, 1929, was £288,890. This amount is now payable at the rate, until 31st December, 1939, of £2,000 a month. The final balance, together with interest at 7 per cent. on all instalments which may hereafter become overdue, is payable on or before 1st March, 1940.

Financial
Ability to
Complete
Contract.

The club has no resources, other than future revenue, out of which to meet its obligations. The average surplus revenue, over the last three years, available for payment to the vendors, was about £23,000. During those years, however, less than £200 on the average in each year was spent on improvements. There is nothing to justify an expectation of increased revenue in the near future; indeed, the indications point to a decrease. There is, moreover, the possibility of the loss of further racing days, of the fixation by The Queensland Turf Club of higher minimum prize moneys, and of competition by the opening of Doomben. On present appearances, it is, therefore, not unlikely that the club will have difficulty in meeting its instalments. Moreover, seeing that in any event a balance of about £50,000 will be payable on the 1st March, 1940, the effect of any substantial failure in meeting instalments may be serious, inasmuch as all arrears, with interest at 7 per cent., will also be payable on that date, and the total amount then payable may thus prove beyond the powers of the club to finance.

For the above reasons, the Commission considers that the club will be unable to carry out and complete its financial obligations.

(c) *Tattersall's Club*—

Tattersall's is a *bona fide* club. It consists at present of about one thousand two hundred and forty members, divided into two classes, ordinary members and bookmaking members.

The club was formed in 1883. In 1897 it purchased Deagon Racecourse, and conducted meetings there for some time. These meetings were not financially successful, and the club was compelled to mortgage the course, which was ultimately sold in 1911, on default being made thereunder, to Messrs. Nathan and Wren, by the mortgagees.

The club has at present no racecourse of its own, but holds meetings at Eagle Farm under an arrangement by which it pays The Queensland Turf Club £250 per meeting.

It is at this club that the settlement of wagers is effected after race meetings. The present rules were adopted on the 23rd October, 1923.

Candidates for membership must be proposed and seconded by two members. Nominations must be in writing, and must be displayed in a conspicuous place in the club premises for at least two weeks before election.

Members
and
Committee.

Election is by the committee. Members pay an entrance fee of £3 3s. and an annual subscription of £2 2s.

The committee consists of six ordinary members and two bookmaking members, of whom three ordinary and one bookmaking member retire annually.

Elections of committeemen are by postal ballot of the members.

The management and control of the club is in the hands of the committee.

Disposal of Revenue.

The moneys received by the club from all sources have been applied in payment of necessary upkeep of the club, in prize money, in taxation, and the reduction of loans raised for the building of its present premises.

Books of Account.

Proper books of account are kept and correctly disclose the manner in which and the purposes for which all moneys of the club are expended, applied, disposed of, or used.

C—PRIZE MONEY.

The following table contains a comparative statement of the total receipts from all sources of and of the amounts distributed in prize money by The Queensland Turf Club and The Brisbane Amateur Turf Club during the last six years :—

Period.	Q.T.C.			B.A.T.C.		
	Receipts.	Prize Money.	% Prize Money to Receipts.	Receipts.	Prize Money.	% Prize Money to Receipts.
	£	£		£	£	
1923-24	114,060	63,690	55·8	100,285	30,460	30·3
1924-25	118,182	65,357	55·3	92,524	40,631	43·9
1925-26	125,263	67,968	54·3	*103,439	*47,423	*45·8
1926-27	122,224	72,325	59·1	91,660	41,310	45·0
1927-28	114,983	71,510	62·1	89,070	43,610	48·9
1928-29	112,800	69,070	61·2	85,221	41,910	49·1
	707,512	409,920	57·9	562,199	245,344	43·6

* B.A.T.C. 14 months.

This table shows that whereas The Queensland Turf Club distributed in prize money over this period 57·9 per cent. of its total income, The Brisbane Amateur Turf Club distributed only 43·6 per cent.

During the same period, The Queensland Turf Club expended £54,883 on improvements, representing 7·7 per cent. of total receipts, while The Brisbane Amateur Turf Club expended £6,973, representing 1·2 per cent. of total receipts.

The payments made by the latter club to its vendors, which represented 28 per cent. of its total receipts, account for its inability to expend a larger proportion of its income on prize money and improvements.

D—RACE MEETINGS.

Number of Meetings.

In 1929, registered race meetings were confined, as already stated, to Saturdays, certain holidays, and two week-days.

All racing dates are allotted, under the Australian Rules of Racing, by The Queensland Turf Club, as principal club.

The Eagle Farm course was used on thirty-one occasions including the five Saturdays allotted to Tattersall's Club. Experts have advised that this course cannot be used more often without injury to the track.

The Brisbane Amateur Turf Club raced at Albion Park on thirty-one days.

This gives a total of sixty-two registered racing days for 1929.

The meetings conducted by The Queensland Turf Club and by Tattersall's Club comprise well-balanced programmes catering for all classes of horses. These programmes include classic races (conducted by The Queensland Turf Club itself) qualified (two-year-old), weight-for-age, and the chief long distance races. The programmes in this respect are similar to those of other leading clubs in Australia.

Description
of Meetings.

The Queensland Turf Club holds during the year three meetings extending over three days in June, August, and November. At the June "King's Birthday" meeting, such important races as the Stradbroke Handicap, St. Leger Stakes, Sires' Produce Stakes, Brisbane Cup, and weight-for-age events are run. The August meeting covers Exhibition Carnival week. The principal races at the November meeting are The Hopeful Stakes, The McDougall Stakes, The Derby Stakes, The Queensland Cup, and Weight-for-age events. These meetings attract considerably larger attendances than other meetings. There are also several meetings extending over two days. The remaining meetings are ordinary monthly meetings held on one day only.

The programme at Albion Park, on the other hand, is more or less stereotyped.

Normally, it consists throughout the year of two races, divided into what are called "divisions." The first race is usually run in four divisions, raced over $6\frac{1}{2}$ and 7 furlongs; the second in two divisions, both run over 1 mile and 57 yards.

Many owners and trainers object to this system, which leaves it to the handicapper to determine in which division a horse entered for a race is to compete. It not infrequently happens that a horse is placed in different divisions in succeeding weeks.

This system of divisions, which is in vogue also elsewhere in the State, is stated to be intended to ensure, as far as possible, a race of equally matched competitors. Be this as it may, it is well designed to increase the revenues of the club, by encouraging the continued nomination of horses whose best days are over, as well as the nomination of horses considered unfit to compete at Eagle Farm.

The monotony of programmes reduces the attractiveness of the racing to the public, while several classes of horses are automatically excluded by the holding only of short-distance events.

Several more important meetings are held during the year, at which larger prizes are offered. At these meetings one of the divisional events gives place to a more valuable race for which horses nominated are handicapped as if of one class.

E—RESTRICTION OF RACING.

In the opinion of the Commission, no case was made out for a reduction in the number of registered clubs or in the number of days upon which such clubs hold meetings.

These meetings are substantially confined to Saturdays and holidays. The Monday in Exhibition week is practically a holiday. The Wednesday in November included in one of the three-day meetings of The Queensland Turf Club, represents a meeting held for many years on the 9th November, the birthday of the then Prince of Wales and subsequent Sovereign, Edward VII. During the present reign, the club has continued to race on an equivalent week-day. The public interest has not substantially suffered from such continuance.

On the other hand, the Commission considers that no extension of registered racing should be permitted.

The public interest requires that registered racing should be confined, as heretofore, substantially to Saturdays and holidays. Nor is it the wish of the great majority of persons taking part in such racing that it should be extended to week-days.

F—STIPENDIARY STEWARDS.

Powers and
Duties.

The present stipendiary stewards for registered racing are Messrs. H. A. Wolfe (chairman), J. J. Curley, and F. W. McGill.

They are appointed by the committee of The Queensland Turf Club at substantial annual salaries. The engagement is terminable on either side by three months' notice.

The stewards appear to possess the necessary qualifications of character, experience, and independence of judgment, and to have the confidence of the great majority of the racing public.

The rules make very full provision for their powers and their duties, and give them complete control over officials, owners, horses, licensees, and all other persons connected with the meetings. These duties are exercisable without reference to any other authority, an appeal lying to The Queensland Turf Club Committee against any of their decisions.

Suggestions were made by one or two witnesses that in certain cases the stewards had failed in their duty. These charges were not substantiated.

Control of
Stewards.

It was also suggested by various witnesses that the system of appointment of the stewards by committeemen (who are generally owners) placed the stewards in a position of difficulty as regards the control of the horses of committeemen. The suggestion was, in short, that the stewards were asked to control and, if necessary, to punish their masters, and that such a position was inconsistent with the fair and proper performance of their duty.

It is sufficient to say that a similar system of appointment of stipendiary stewards exists throughout Australia, that committeemen of the principal clubs almost invariably own horses competing at their meetings, and that the possibility of bias by the stewards in favour of a committeeman is so remote as not to warrant any legislative interference with the system of control deliberately adopted by the racegoing community.

G—BOARD OF CONTROL FOR REGISTERED RACING.

The general trend of the evidence submitted in regard to registered racing was entirely in support of the retention of the existing form of control by The Queensland Turf Club, as the principal registered club, without legislative interference.

In certain quarters, however, dissatisfaction was expressed as to some aspects of this control.

Thus, witnesses representing the Queensland Breeders, Owners, and Trainers' Association, which has applied for registration as a club and which desires the holding of registered racing on week days, considered that the right of according registration to courses and clubs should be vested in a board of control.

These witnesses and others would also give to such board the final determination of appeals, the fixation of the number of meetings, the allotment of dates, and the determination of the minimum prize money.

Much of this evidence was prompted by a belief that the present system had been responsible for encouraging, in former years, the growth of proprietary racing, and had thus led to the present position, under which a great proportion of the moneys contributed by the racing public towards the sport is being paid away in purchase money for Albion Park.

Such considerations, even if fully established, would furnish no just reason for condemning the present control.

That control is to be judged on its merits in actual operation. So judged, no case has yet been made out against it. It gives complete satisfaction to the very large majority of persons taking part in registered racing. It is the system in vogue in all the States of Australia. Theoretical objections to a system which has approved itself in practice and which works no public evil can lay no basis for the intrusion of the Legislature into the domestic concerns of voluntary sporting associations.

It was further suggested that, in the event of an application being made for the registration of another grass course, The Queensland Turf Club might refuse such registration, or, while consenting to register the new club, might fail impartially to discharge its duty as the principal club in allocating the available number of race days between the existing and the newly registered clubs.

There is no present need to anticipate any such improper refusal or failure. Should the committee of The Queensland Turf Club fail to discharge impartially the quasi-judicial functions intrusted to it, the Legislature will readily be able to intervene. This position, however, has not yet arisen.

In the opinion of the Commission, registration should not be refused to a *bona fide* club owning an adequately equipped racecourse in a suitable position. On registration, such a club would be entitled to a reasonable proportion of the available racing dates. The numerical allocation of dates would, of course, be determined by circumstances as then existing. Should present conditions continue to prevail, however, it is obvious from what has been said above that, in the opinion of the Commission, the interests of the racing public—which is the paramount consideration—would not be sacrificed by taking a greater proportion of the dates to be allotted to the new club from Albion Park than from either of the other present registered clubs.

In reaching this conclusion, the Commission has not been unmindful that the result of such an allocation might be to imperil the continued existence of The Brisbane Amateur Turf Club.

H—PROPRIETARY RACING.

Ever since 1915 it has been the definite policy of The Queensland Turf Club not to grant registration to proprietary interests.

In that year this policy was definitely adopted by the committee, and on appeal, by a general meeting following that decision, and again by a large majority, on a special ballot of the members.

This policy is based on firm grounds. The clubs engaged in registered racing consist of members associated together to promote the sport in the community's leisure hours. No public interest would be served by the addition of proprietary concerns. On the contrary, the intrusion of a business element, in competition with *bona fide* sporting bodies, would tend to the public disadvantage, by diverting to private uses moneys which, in the hands of clubs, would remain available for racing purposes.

The Commission therefore considers that if legislation dealing with racing is to be introduced, one of its provisions should prohibit the holding of race meetings on Saturdays or holidays in the area covered by this inquiry except by *bona fide* clubs registered by The Queensland Turf Club, as the governing body of the organised racing community.

J—ADMISSION OF NEW CLUBS.

An almost unanimous body of evidence was offered in favour of the opening of a new grass course.

It was generally agreed that no such new course should be of less than one mile in circumference, such a circuit being required to give scope for the formation of suitable straights and easy turns.

The Commission considers that no new course should be opened for registered racing unless owned at law or in equity, or, in the case of land the property of the Crown or set aside on trust for racing purposes, leased, and, in either case, controlled by a club possessing such a constitution and membership as to ensure its *bona fides* and a reasonable chance of successful activity.

Some such restriction is needed to obviate a recurrence of the dissatisfaction and distrust so long felt in regard to the purchase and operation of Albion Park, and to prevent the intrusion, under the guise of a club, of proprietary interests.

In dealing with any application for the registration of a new club, the Commission is of opinion that, amongst other relevant considerations, special attention should be directed by The Queensland Turf Club to its proposed constitution, its membership, its financial status, the nature of any obligations incurred by it under any outstanding contract, its ability to fulfil such obligations, and the site, suitability, and general characteristics of the course on which it proposes to race.

Only one piece of land suitable for a new grass course was brought to the notice of the Commission.

This is known as Doomben and comprises 136 acres 3 roods 15·8 perches near Doomben Railway Station and close to Eagle Farm. It is well adapted and has been partly prepared for racing.

After full inspection of the proposed running track and the general layout, the Commission considers it a very suitable site for a registered course.

Portion of this land, 86 acres 2 roods 28 perches, being subdivision 2 of allotment 3 of portion 2, county of Stanley, parish of Toombul, and described in certificate of title No. 248817, volume 1411, folio 57, was purchased about October, 1915, by one J. B. Sharpe, for £5,000. In November of the same year, Sharpe conveyed the land to trustees for a syndicate for the sum of £13,000, which was paid, as to £4,333 6s. 8d. in cash, the balance being secured by a mortgage given by the trustees to Sharpe for the sum of £8,666 13s. 4d.

Tenure of
Doomben.

In the same year, Sharpe assigned this mortgage to Mr. Wren, who in 1917 released it.

By nomination of trustees No. 740332, dated 30th May, 1919, the balance of the land, 50 acres 0 roods 27·8 perches, being resub. 4 of sub. 1 of allot. 5 of portion 3, county of Stanley, parish of Toombul, and described in certificate of title No. 151741, volume 935, folio 231, was transferred by one Alonzo Sparkes, to the same trustees in trust for the same syndicate, the consideration being £1,504 1s.

As a result of these transactions, the syndicate became possessed of the total area now comprised in Doomben.

Meantime, Messrs. Nathan and Wren, acting through agents, had purchased a controlling interest in the syndicate.

In December, 1919, Doomben Park Recreation Grounds, Limited, was incorporated to acquire the property, which had meantime been improved by the syndicate.

Pursuant to an Agreement, dated 24th November, 1919, the property was then transferred to the Company for the sum of £30,000, by registered transfer No. 783687.

The land, which is still the property of the Company, was immediately mortgaged by registered mortgage No. 783688 to the National Bank of Australasia, Limited, to secure the sum of £3,500 and further advances. This mortgage is not yet released.

The nominal capital of the Company is £75,000 in £1 shares, of which 39,757 have been issued.

With the exception of seven shares, these are all held in trust for Messrs. Nathan and Wren.

The improvements so far effected include a racing track 1 mile 132 yards in circumference, with several subsidiary starting lanes and a straight track of six furlongs, a lofty external fence of good class, enclosure fences, including the provision of an extensive "Bird Cage," a large number of suitable horse stalls, and the construction of an extensive mound sloping to the proposed Paddock Grand Stand. The Paddock is already provided with numerous shade trees, flower beds, and extensive lawns.

Improve-
ments.

In short, by suitable expenditure on grandstands and other conveniences, and no great outlay on the track itself, the grounds could readily be made available for the conduct of registered meetings.

At present a training track is in course of construction.

The books of the Company show a total expenditure, including purchase money, on the property, as at 31st October, 1929, of £74,023 14s. 2d.

Possibility
of opening
Doomben.

Various suggestions were made as to how this property could be acquired by a *bona fide* race club. These were all based on resumption by the Government.

The difficulty mainly arises from the objection to proprietary racing and the fear of exploitation by the present owners. It appears to be thought that, apart from these objections, finance should readily be forthcoming for the purchase of the property at its fair value.

One witness put forward two schemes:—

- (1) The Government to resume, improve, and sell to a club; the Government to be repaid out of profits.
- (2) The Government to resume, improve, and sell to a club; the Government to be repaid by the issue of debentures.

Both schemes provided for the allotment to the new club of racing days equal in number to those held by The Queensland Turf Club, and not being less than twenty-six.

Both schemes practically involve the closure of Albion Park.

A third suggestion was that the Government resume the land and vest it in trustees for racing purposes, the trustees to lease the land to a racing club or clubs, charging as rental 7 per cent. of the capital outlay, the clubs to effect annual improvements.

This proposal also required the allotment to the new club of a sufficiency of racing dates.

The Commission does not consider that any statutory scheme should be adopted which would involve, as one of its conditions, the present relinquishment by The Queensland Turf Club of any considerable number of its racing dates.

The only available means of ascertaining the true value of Doomben appears to be by the application of legislation. *The Public Works Land Resumption Acts*, as they stand, do not appear to contemplate a resumption of land for racing purposes.

The Commission cannot recommend anything in the nature of resumption unless and until the club which proposes to purchase or lease from the Government the land so resumed has furnished satisfactory guarantees of reimbursement of the public moneys so expended.

In the event of a statutory resumption of Doomben, the Commission further considers that such legislation should provide that if, before the expiration of a prescribed period, no new club with a constitution and membership, and of a financial ability satisfactory to the Minister in charge of the Act has purchased or leased the property so resumed, The Queensland Turf Club should thereafter have an option, limited as to time, to acquire the property at the cost of resumption.

Deagon
Racecourse.

This course was last used in 1922. It has not been raced on by its present owners, The Brisbane Amateur Turf Club. A very considerable expenditure would be needed to prepare it for registered racing.

Although it lies at a distance of about eleven miles from the General Post Office, it is now by reason of road improvement and the development of motor traffic, much more accessible than in 1922.

While Deagon is not so well adapted for racing and not so accessible and probably not so attractive to the public as Doomben, its reopening would still furnish a good grass course.

The objection formerly arising from the difficulty in transporting the horses no longer holds good, and the public would probably now resort thereto in sufficient numbers to ensure financial success.

The course was closed in 1922 by Messrs. Nathan and Wren, the then owners, allegedly in response to a request by owners and trainers to transfer the meetings to Albion Park, as a more convenient centre for them. The real reason probably was a recognition by Nathan and Wren that an increase in meetings at Albion Park by the number theretofore assigned to Deagon, would considerably augment their own profits. A similar reason, no doubt, still actuates The Brisbane Amateur Turf Club in keeping Deagon closed and holding all its meetings at Albion Park.

It is therefore improbable that The Brisbane Amateur Turf Club will voluntarily reopen Deagon for registered racing. Its reopening could be secured only by parliamentary intervention.

A resumption of this course would involve no very considerable outlay.

PART III.

UNREGISTERED RACING.

A—RACECOURSES.

(a) Kedron Park

(c) Goodna

(b) Coorparoo

(d) Strathpine

(a) *Kedron Park.*

This course, which comprises 32 acres 3 roods 29·5 perches, is the land described in certificate of title No. 265091, volume 1484, folio 81.

It now stands in the name of Mr. Frederick Thomas, of Melbourne, free of encumbrance.

Mr. Thomas holds in trust for Messrs. Nathan and Wren.

The land was acquired by James B. Sharpe, already mentioned, prior to June, 1912, and was prepared and used by him as a racecourse.

In June, 1912, Sharpe sold the land and his racing business, which included a business at Woolloongabba, to Messrs. Nathan and Wren for £18,000, paid as to £6,000 in cash and as to £12,000 by the giving of a mortgage over the land, together with another small portion, to Sharpe. The transfer was taken in the name of Thomas. The mortgage was released in November, 1912.

The land so bought comprised an area of 34 acres 0 roods 10 perches. The difference between this area and the present 32 acres 3 roods 29·5 perches is accounted for by a dedication, made in February, 1921, of 1 acre 0 roods 20·5 perches for road purposes.

By an Agreement, dated 24th August, 1923, between Messrs. Nathan and Wren as vendors and Thomas W. Bouchard and George Rees as trustees of Kedron Amateur Racing Club as purchasers, the land was agreed to be sold to

the purchasers, together with another small area of 3 roods 10 perches, being subdivision 1 of portion 4, county of Stanley, parish of Kedron, being the land described in certificate of title No. 196418, volume No. 1170, folio No. 158, and together with certain other assets and the goodwill of the racing business then carried on by the vendors, for the sum of £250,000. This amount was apportioned as follows:—

Land	£19,500
Sub. 1, Portion 4	500
Moveable Assets and Fixtures	1,000
Goodwill	229,000
	<hr/>
	£250,000
	<hr/>

This agreement is dealt with later in this Report and is set out in full in Appendix C.

Up to 30th June, 1929, a total amount of £36,833 6s. 8d. had been paid to the vendors in reduction of this purchase money, leaving a balance of £213,166 13s. 4d. still owing.

By a further agreement, dated 5th February, 1930 (also set out in Appendix C), the main agreement has been varied. The purchase price is reduced to £200,000. The balance still owing is to be paid at the rate of £7,000 per annum by equal monthly instalments for ten years, and at the rate of £8,000 per annum by equal monthly instalments for the next five years. The first instalment becomes payable on the 1st March, 1930. The purchase is to be completed by the 1st June, 1945.

No further sums have been paid in reduction of the purchase moneys since 30th June, 1929. The balance still owing, under the agreement as varied, is accordingly £163,166 13s. 4d.

Description
of Racing
Tracks, &c.

According to a plan tendered, the racing track proper is 5 furlongs 209 yards in length, measured 3 feet from the rail, with a width at the winning post of 54 feet. At the back of the course the width is considerably less. The track is fairly regular in shape, with a finishing straight of about 174 yards. Starting lanes provide considerable straights for 5 and 6 furlong races.

The minimum curve, at the back of the course, is of about a 3½-chain radius. The other curves are of a radius of just under 4 chains.

The running surface for about 15 feet out from the rail is sand. Outside the sand, the surface is grass.

Inside the racing track is a trotting track about 4 furlongs in circumference and of a uniform width. The turns of this trotting track are of uniform radius and sufficiently battered for trotting. It has a surface of cinders.

Appoint-
ments.

The appointments embrace two public enclosures, a Paddock and a Leger. In the Paddock is a small grandstand seating about 250 people. The Leger is provided with a shelter shed. An automatic Hodsdon totalisator serves both enclosures. The Paddock is nicely laid out with trees, lawns, and flower beds. About a hundred horse stalls are provided. The fencing is of hardwood and in good condition.

All appointments are in reasonably good condition.

There is no casualty room, but a motor ambulance is always present at meetings.

In 1921, a Royal Commission sat to inquire into the safety of the course. At that period, the running track was of couch grass roots, soil, and sand. That Commission found that certain curves then existing on the track were unsafe. Subsequently the track was altered to its present condition, with a minimum curve of about $3\frac{1}{2}$ chains radius, and a running surface partly of sand and partly of grass.

Safety of
Jockeys and
Horses.

On inspection, the surface of the track did not appear to be uniform. The running of the inside horses forces the sand outwards and forms a bank at the junction of the sand and the grass. This constitutes an unnecessary source of danger. Apart from this, the fact that at some stage of a race a horse may have to pass from heavy-going sand to hard turf, or *vice versa*, or may even be galloping partly on sand and partly on grass adds a further unnecessary element of danger. A further unnecessary source of danger arises from the presence of an uncovered drain on the outside of the straight.

The track would be more safe if the surface throughout were of sand. As the circumference of the course is so small, with the necessary result of sharp turns, the presence of sand is necessary for safety; but this sand should be evenly distributed over all the running-surface.

With this suggested alteration and untiring supervision by the stewards to prevent interference, the course should be safe for strictly-limited fields.

The present limit of fields is fifteen runners.

Much evidence was offered to show that this limit is excessive.

The organised body of owners, trainers, and jockeys using the course is of that opinion, although divided as to what would be a safe limit. The club's minute book shows that, on several occasions since 1923, requests have been made for a reduction in the fields to a maximum of twelve.

The Commission considers that the surface should be made and maintained uniform throughout its width and that the above-mentioned drain should be protected, and that until these alterations are made no field of more than twelve runners should be started on the course.

With the above qualifications as to the safety of the track, and considering the admittedly second-class nature of the racing conducted thereat, Kedron Park, which is centrally situated and very accessible, appears reasonably suitable for the purposes to which it is put.

Suitability
for Racing.

Its appointments, while not in any way comparable with those to be found on registered courses, are, on the whole, reasonably sufficient to supply the needs of its own limited racing public. There is, however, no accommodation sufficient for such gatherings as are generally to be found on registered courses.

(b) *Coorparoo Racecourse.*

This course comprises an area of 23 acres 1 rood 35.5 perches held, under certificates of title Nos. 116886, 163203, 128210, 128641, 132390, 121017, and deeds of grant Nos. 109707, 109708, by Brisbane Amusements, Limited, as registered proprietor in fee-simple.

Land
Tenure.

No encumbrances are endorsed on these titles. In fact, all the lands are mortgaged to the English, Scottish, and Australian Bank, Limited, under an unregistered bill of mortgage, dated 16th November, 1923.

The latest return under the *Companies Acts* of shareholders in the Company show that, out of a total issue, as at 30th June, 1923, of 13,323 shares of £1 each, 3,306 were held by Mr. T. G. Jones, of Melbourne, and 4,403 by Mr. H. W. Austin, Secretary to Mr. B. Nathan.

This holding gives these gentlemen a controlling interest in the Company.

Description
of Track.

The track is a four-furlong course, approximately circular in shape, with a short straight.

The running surface is of cinders, mostly overgrown with grass, and has a considerable batter towards its outside edge. The width is sufficient to accommodate small fields. The curves throughout are necessarily very sharp.

Appoint-
ments.

The appointments include a very small grandstand in the paddock and a small Echlin block totalisator. There is no Leger, but the public are admitted to the Flat. A number of horse stalls have been erected and the property is well fenced.

Safety and
Suitability.

The present limit of fields is twelve. The longest event is a race of 6 furlongs 66 yards. Most of the events are 4-furlong sprints.

The great weight of evidence went to show that by reason of the short length of the track, the sharpness of the turns, and the consequent inequality of chance, this course is totally unsuited for horse racing.

At the same time it is well suited for trotting races with limited fields.

Galloping races should no longer be permitted to be held on this course.

(c) *Goodna.*

Land
Tenure.

The area of Goodna racecourse is 51 acres 1 rood 16 perches. The property is owned by the Public Curator of Queensland, as administrator of the estate of Amelia Donaldson, deceased, under certificate of title No. 155267, volume 955, folio 7.

It is at present held by Mr. T. G. Jones, under a lease originally granted on the 12th November, 1923, to himself and Robert Samuel Hodge, for seven years as from 3rd February, 1925, but transferred to him alone in February, 1924, at a rental of £208 per annum.

An indenture executed on the 20th February, 1924, shows that Messrs. Jones and Hodge were then the only persons beneficially entitled to the lease, and the sole members of the so-called Goodna Amateur Turf Club. They were interested in the respective proportions of 213/250 and 37/250.

Description
of Track.

The track, which is about 100 yards short of a mile, is of grass, of reasonable width for considerable fields, and has a straight of about one furlong. With the possible exception of one turn, the curves are reasonably easy.

Appoint-
ments.

The property is well fenced. The paddock enclosure contains a grandstand of modest dimensions and a small totalisator house in reasonable condition. There is no Leger or Flat.

Safety and
Suitability.

The racing track appears to have been maintained in reasonable condition and is safe for reasonable fields.

The course is situated about fifteen miles from Brisbane. Gables Railway Station is near the gate.

The property is quite suitable for racing purposes, but, partly no doubt by reason of its distance from town, has not so far been successfully so used. It is no doubt by reason of this distance from town, that the venue has been frequently changed to Kedron, as hereafter appears.

(d) *Strathpine.*

Strathpine Racecourse, comprising 49 acres 0 roods 34 perches, is held in fee-simple, under certificate of title, No. 276289, volume 1536, folio 29, by Mr. T. G. Jones.

The land was conveyed to Mr. Jones in October, 1922, by registered transfer No. 851653, by the previous owner, Mr. P. J. Frawley, in consideration of £4,500. There are no encumbrances registered against the title.

The course is a grass track, about $7\frac{3}{4}$ furlongs round, with a straight of about 1 furlong. Except at the back of the course, the width appears sufficient for reasonable fields. The track is not fenced on the outside. Its surface, particularly at the back of the course, has not been well maintained, and is uneven. In the neighbourhood of the 4-furlong post the track is exceedingly narrow, with unprotected dangers in the form of broken ground and trees on its outside edge. The turns out of and into the straight are severe, but could readily be eased. A culvert at the entrance into the straight needs attention.

Description
of Track.

The appointments are primitive.

Appoint-
ments.

The fencing is poor.

There is only one enclosure, containing a small stand recently erected at a cost of about £530. A small Echlin totalisator is badly housed. Fifty-two horse stalls are provided.

The approach to the course, which is situated on the North Coast Railway, in close proximity to the Strathpine Railway Station, and about fourteen miles from town, is most inconvenient.

Suitability
and Safety.

The physical characteristics of the land itself are such as to be capable of producing a course suitable for racing purposes.

In its present condition the track is not altogether safe for horses and jockeys, but could readily be made so.

As in the case of Goodna, its remoteness from town appears likely to militate against its successful use as a racecourse.

Very considerable expenditure, combined with attractive programmes, would be necessary to draw sufficient attendances to give a reasonable prospect of a financial return.

B—CLUBS AND PROPRIETARIES.

- (a) Kedron Amateur Racing Club.
- (b) Coorparoo Turf Club.
- (c) Goodna Amateur Race Club.
- (d) Strathpine Turf Club.
- (e) Ipswich Amateur Turf Club.
- (f) Metropolitan Owners, Trainers, and Jockeys' Association.
- (g) West Moreton District Amateur Race Club.

(a) *Kedron Amateur Racing Club.*

As in the case of The Brisbane Amateur Turf Club, much doubt has existed in the public mind as to the *bona fides* of this club.

Bona fides.

No suggestion is put forward in this case, that the club owes its origin to any public desire for the formation of a new race club. Nor is it suggested that it originated independently of the wishes of Messrs. Nathan and Wren. On the contrary, Wren himself admitted that Nathan had first suggested, to the persons who subsequently promoted the club, that a club should be formed to purchase Kedron.

This factor has rendered it doubly necessary to scrutinise with care the evidence of those who assert that the club is, and has been throughout, a *bona fide* entity acting, independently of control by its vendors, in its own interests.

The transactions leading up to the formation of the club may be summarised as follows :—

Shortly after the execution, on 21st March, 1923, of their contract with The Brisbane Amateur Turf Club, Messrs. Nathan and Wren advertised throughout Australia for tenders for the purchase of Kedron as a going concern. The right to tender was not limited to non-proprietary concerns. No tenders were received.

On the appearance of this advertisement, Mr. J. E. Burke, in conjunction with others then interested in proprietary racing at Coorparoo, approached Nathan and his Secretary, Austin, in Brisbane, with a view to acquiring the property for a syndicate. They were then told that Kedron could not be sold to anyone but a *bona fide* club, but that if they formed a club, Kedron would be sold to it.

Burke thereupon got busy upon the formation of a club.

A meeting, pursuant to a notice, issued by him, was held on 29th May, 1923. About forty-eight persons were present. Burke, who had already negotiated in Sydney with the owners, and had there agreed with them, subject to confirmation by a subsequent meeting of his co-promoters, on the price and the terms of purchase, explained his interview with them. The minutes do not indicate the nature of this explanation. It was resolved to form a society to be known as "Kedron Amateur Racing Club." Such of those present as should pay an entrance fee and a subscription as fixed by rules to be framed were to become foundation members. A committee of seven, of whom five, including Burke, were members of the original Coorparoo syndicate, was chosen from amongst those present, Burke being appointed Chairman. The meeting then went on to authorise him "to continue negotiations and to complete the purchase, conditionally upon provision being made to the satisfaction of the Chairman, Treasurer, and Solicitors of the club that no personal liability whatsoever should be incurred by any of the members of the club."

It is strange to find this meeting thus solemnly authorising the completion, on behalf of a "club" as yet without a constitution and without members, of a contract involving many thousands of pounds and that, too, without any consideration being given to the proposed terms of purchase.

A sub-committee was next chosen to draft rules, Burke informing the meeting that these should be completed in two or three weeks, and that he, with the assistance of the solicitors, would immediately go into the matter. He added the statement, "This will then be the end of proprietary racing in Brisbane."

It seems fairly obvious that Burke, up to that moment a staunch supporter of proprietary racing, had his tongue in his cheek when he thus congratulated the meeting on the approaching abolition of that system.

The next minute shows that before 23rd August, 1923, three of the committee had resigned. Nevertheless, on that date the remaining four members, together with the solicitor, Mr. Bouchard, proceeded to adopt a constitution and rules and rules of racing for the club and to decide that they be printed. Having done this, they went on to co-opt three persons to fill the vacancies on the committee.

Burke then reported that he had arranged for the purchase, on terms, of Kedron Park as from 1st July, 1923, for the sum of £250,000, the vendors to account to the club for any profits made since that date. The terms were to be £1,000 cash, £10,000 by equal monthly instalments during the first year, the first instalment to become due on 1st October, 1923, and the balance at the rate of £20,000 per annum, in similar instalments.

Still without any discussion of the proposed terms of purchase, the meeting next resolved that Mr. E. J. Lawrence, the manager for Messrs. Nathan and Wren, be secretary of the club, and adjourned till the next day.

Next morning the same four committeemen, with the assistance of one of the new appointees, attended the adjourned meeting. At this the chairman explained that he had consulted Messrs. Rees and Bouchard, who had consented to act as trustees.

The documents for signature, received from the vendors' solicitors, were then brought forward. Burke stated that he had perused them, and explained their provisions, and finally the five gentlemen resolved that they be approved and that the trustees be requested to sign them, and that the purchase be completed in the terms of the contract. They also resolved that the chairman and secretary arrange for an overdraft of £1,000 with the club's bankers.

The terms of purchase, as thus finally approved, were identical with those already provisionally agreed to by Burke in Sydney.

It does not appear that any of the forty-eight suggested foundation members, other than these five gentlemen, had any knowledge of the above proceedings.

Nevertheless, on that same day, the 24th August, 1923, without the formality of the enrolment of any members of the club under its newly adopted constitution, without the formality of any election of a committee under its rules, and without the passing of any resolution other than as above authorising the same, the Agreement of sale (Exhibit 23), a further Agreement (Exhibit 23A) making clear that the sale related only to the Kedron business and an Agreement of indemnity to trustees and members (Exhibit 23B) were executed.

These three documents are set out in full in Appendix C.

Exhibits 23 and 23A are signed on behalf of the club by Messrs. T. W. Bouchard and G. Rees, who purport to contract as trustees. Exhibit 23B is signed for the club by Messrs. Burke and E. J. Lawrence.

A cheque for £1,000, purporting to be signed for the club, in payment of the deposit, was then handed to the vendors, who, on the same day, handed over a cheque, drawn in favour of the club, for £1,782 16s. 10d., representing profits from 1st July, 1923. With this cheque and other sums amounting to £120, apparently derived from six members' entrance fees, an account was opened at a bank, on the same day, in the name of the club. On its subsequent presentment on the 3rd September, 1923, the £1,000

cheque for the deposit was met out of the credit so established. The minutes do not show that any one had been authorised to draw cheques on the club's account.

Such were the circumstances surrounding the creation of this club and its purchase of a property for the very large sum of £250,000.

To say that these circumstances raise a suspicion of some cut and dried prearrangement between Burke and the vendors is to put things mildly.

This suspicion is by no means removed by the terms of the purchase agreement itself.

At this time the vendors were conducting about fifty-two meetings per annum at Kedron. According to Wren, his firm's annual profits from these meetings were from £9,000 to £10,000. There was no evidence that the promoters of the club were given this information or any examination of the books. No valuation of the land itself was made for the proposed club. No satisfactory evidence was offered that the promoters even made inquiry as to the profits. Burke did state that he and one Maidens had attended a meeting at Kedron and had estimated the profits from the attendance. At first he gave this estimate at £120 per meeting. This would, however, have made only about £6,240 annual profit, with fifty-two meetings. At a later stage, having apparently realised this, Burke amended his estimate to £320 per meeting, or £16,640 per annum. He also then added, although he had at first distinctly sworn that he had made no inquiries, that Austin had told him, in answer to an inquiry, that the profits exceeded £12,000 a year.

The Commission does not accept Burke's evidence on this point.

Even if that evidence were accepted, it is difficult to believe that sane business men, honestly desirous of doing their best for an infant club, could have brought themselves, on such information, to contract to pay a sum of £250,000, of which £229,000 represented goodwill, for a property producing an annual profit of £12,000 or even £16,000. It is even more difficult to understand how they came to agree to pay that amount, out of future profits, by instalments so heavy as £10,000 for the first year and £20,000 per annum thereafter.

At this date, such terms appear so unwarrantable as to justify the gravest suspicion of *mala fides*.

A further ground for suspecting the genuineness of the sale is raised by clause 10 of Exhibit 23, which gives to the vendors the right to employ or nominate, while any part of the purchase money remains unpaid, the officials and staff of the course, and prohibits their dismissal without the vendors' written consent.

This clause appears directly designed to secure a continuing control by the vendors over the actual operations of racing. It is not such a provision as one would expect to find in the contract of a club proposing to operate its own course and conduct its own meetings.

In its first financial year, ending 30th June, 1924, the club was able to meet its obligations under the contract.

This was largely due to the provision giving the club the profits as from 1st July, 1923, and postponing the payment of the first instalment till 1st October, 1923. This gave the club three full months' profit in hand to help it to meet the deposit, the expenses of the sale, including heavy stamp duty, and the first nine monthly instalments.

Thereafter, the total receipts were never such as to make possible the payment of £10,000 a year, to say nothing of the stipulated £20,000.

By November, 1924, this position had been realised, and the vendors, on Burke's representations, gave a written undertaking to forego their right to charge interest on instalments already in arrears and to accept, for the future, instalments at the rate of £10,000 a year instead of £20,000. They, however, reserved the right to revert to the larger instalments on three months' written notice at any time.

Notwithstanding this concession, the club fell further into arrears, and from time to time obtained further concessions from the vendors, in the form of suspension of payments, to enable it to meet such obligations as a heavy assessment of income tax covering several years, and an expensive wall to provide against encroachment on the track by Kedron Brook.

No register of members, as provided for by the rules, appears to have been kept. A so-called register was, however, produced. This, as it turned out, had been prepared, at the request of the auditor, in 1929. It contains twenty-six names in all as those of persons who at any time were or had been members of the club. From this document, it appears that twenty-two of these persons had paid entrance fees and an annual subscription on or before the 1st October, 1923.

This statement is supported as to twenty of these persons, nine of whom paid by their own cheques, by the butts of receipts issued, by bank deposit slips, and by the annual Balance Sheet presented at the Annual Meeting for 1924.

Beyond this twenty or twenty-two original members, no other person joined the club until November, 1925, when one new member joined. In September, 1927, another joined. Since that date, only three new members have been added.

There are at present nineteen financial members.

Of the twenty-six persons who at any time throughout the history of the club have been members, eighteen appear to have been present at various times at annual meetings.

No attempt appears to have ever been made to increase the membership.

After the first year, the committee appears to have been annually re-elected as prescribed by the rules.

The attendance at annual meetings only once reached eleven, being generally ten, nine, or even eight. The quorum is eight.

The original committee, first nominated in 1923 by Burke, and renominated by him at least in the two succeeding years, has remained unchanged throughout, except for the substitution of successors to two members, one of whom died and the other left the State.

Meetings of committee have been held more or less regularly over the whole period, and an annual meeting has been held in each year. Minutes of these meetings have been preserved.

So far as documentary evidence is concerned, there is nothing to show that the vendors have ever attempted to control the actions of the club in matters other than those reserved to them under the agreement.

Messrs. Burke and Bouchard deposed that there was no such attempted interference in fact. Mr. Wren swore that the agreement was a genuine sale.

Since the close of the public sittings of the Commission, the amending agreement of 5th February, 1930 (which is set out in full in Appendix C), has been handed in. On present appearances, there seems little chance of the reduced instalments it provides for being met.

On this material, the Commission is not satisfied that the Kedron Park Racing Club is in fact a *bona fide* club, operating independently on its own behalf.

The onus thrown on the club of dispelling the suspicion engendered by the admitted instigation by Nathan of its creation, by the circumstances immediately preceding such creation and the making of the agreement of purchase, and by the terms of that agreement itself, has not been discharged.

Proof that the club has been more or less regularly conducted and has made payments under the agreement, and has otherwise treated it as genuine, is not sufficient to dispel that suspicion. Such evidence is of a more or less neutral character, and was to be expected whether or not the club is in fact a *bona fide* entity.

The evidence offered, to show that the members or most of them did in fact pay their entrance fees and subscriptions out of their own moneys, is not in itself sufficient to establish the *bona fides* of the club, having regard to the facts surrounding its creation.

Nor does the execution of the agreement of 5th February, 1930, appear to carry the matter much further. After the very full examination of the whole position made before the Commission, it may well have seemed essential to make substantial concessions in price and terms in the hope of securing from the Commission findings that the sale was genuine and the club *bona fide*.

The facts remain, in the opinion of the Commission, that the original promoters of the club, men themselves already interested in proprietary racing, were hand in glove with Messrs. Nathan and Wren; that Nathan and Wren fixed their own terms and conditions of sale; that these terms and conditions were accepted without any attempt at bargaining and without any real expectation that they could be fulfilled; and that these same original promoters, who were in 1923 the willing tools of Nathan and Wren, are still in control of the management.

For the above reasons the Commission considers that it has not been established that the Kedron Amateur Racing Club is now a *bona fide* independent entity, and accordingly finds that it is not a *bona fide* club, but is merely an agency for Messrs. Nathan and Wren.

Members.

The rules provide that candidates for membership must be proposed in writing by a member of committee and seconded by another member of committee. Election is by ballot of the committee. The prescribed entrance fee and subscription for the current year must be paid within one month of election otherwise the election becomes void. When the duly elected candidate has paid such fee and subscription he becomes a member.

The committee, in which is vested the management, consists of seven members elected at the annual meeting in each year on nomination in writing by a member, which must be forwarded to the Secretary at least sixteen days before such meeting.

There is no limitation of members.

Limitation
of Members.

The moneys received from all sources have been applied in upkeep, in prize money and improvements, in taxation, in payment of interest on overdrafts, and in payments to Messrs. Nathan and Wren.

Disposal of
Revenue.

Proper books of account are kept, which disclose the manner in which, and the purposes for which all moneys are expended, applied, disposed of, or used.

Books of
Account.

The profits, without deduction for income tax, realised since 1st July, 1923, are as follows:—

Financial
Ability.

Year Ending 30th June.	Profits.
1924	£11,220
1925	5,608
1926	9,459
1927	9,523
1928	7,810
1929	6,059
	<u>£49,679</u>

It will be noted that much greater profits were made in 1924 than in subsequent years, and that since 1927 the profits have decreased.

The annual profits, without deduction of income tax, have thus averaged £8,280. Income tax paid over the same period was £10,110, an average of £1,685 per annum. The net average annual profit available for meeting an annual obligation of £10,000 was thus £6,595.

There are no reserves or liquid assets. There is nothing to warrant the expectation of any greatly increased profits in the future.

On this material the Commission, while not anxious to hazard a guess as to the future, does not feel justified in finding that the "club" is financially able to complete and carry out the obligations imposed upon it by the agreement of 24th August, 1923, even as now reduced by the amending agreement of 5th February, 1930.

(b) *Coorparoo Turf Club.*

This is not a club, but a proprietary business conducted under the above name by the owner of Coorparoo Racecourse, Brisbane Amusements, Ltd.

This Company was incorporated in 1920 with a nominal capital of £10,000, in shares of £1 each, to acquire the property. The consideration for the purchase, £3,325, was satisfied by the issue of 3,325 of these shares.

The original members of the Company, who were residents of Queensland, were able for some time to carry on the racing business of the Company in competition with and independently of the Southern interests controlling the other unregistered courses.

In November, 1922, however, after stubborn resistance, the Company was forced to capitulate, and the majority of its shareholding passed into Southern hands, the vendors receiving about £1 12s. a share in cash and a guarantee of 15 per cent. dividends for the next three years.

Mr. Burke, the original Chairman of Directors, still retains that position.

For some time after this sale, the Company continued to hold meetings.

These were not successful and were abandoned about 1925.

In October, 1927, a new arrangement was come to whereby one P. J. Frawley, an experienced racecourse manager, who personally bore the initial expenditure necessary for the resumption of racing, undertook to hold meetings at a remuneration of £20 per meeting, payable only out of profits. Under his management, meetings have since been held approximately monthly.

One of these meetings resulted in a loss, the others have averaged a profit of about £71 per meeting.

The meetings generally consist of five divisional events and one trot.

The present issued capital of the Company is £13,323 in £1 shares, distributed amongst twenty-eight persons.

Messrs. Austin and Jones hold between them 7,709 of these shares.

Disposal of
Moneys.

Moneys received as a result of a meeting are applied first in payment of the expenses of that meeting. Mr. Frawley renders to the Company full statements as to the result of each meeting.

These statements show that any profit, after deduction of his salary, is paid to the credit of the Company at its bank.

The Company keeps two banking accounts. One of these, in the name of "The Coorparoo Turf Club," showed an overdraft, as at 30th June, 1929, of £2,660. The other, which is in the Company's own name, showed, as at the same date, a credit of £683.

Apart from the above, no books of account dealing with the Company's racing business were produced.

The Commission did not inquire into any other business operations of the Company.

Public
Attendance
and Fees for
Admission.

The average attendance at a meeting on this course is about 300. The fees for admission are—to the Paddock—Gentlemen, 10s.; Ladies, 3s.; to the Leger, 3s.

(c) *Goodna Amateur Race Club.*

This concern is not a club. It is conducted by a firm of which the registered partners are Mr. T. G. Jones and the late Mr. R. S. Hodge.

Mr. Jones holds a 213/250 share, and the Estate of Mr. Hodge the remaining 37/250.

The partnership holds a lease from the Public Curator, already dealt with.

The rent is paid by cheque signed by Mr. Lawrence, manager of Kedron Park.

Mr. Jones is a son-in-law of Mr. Nathan, and conducts most of his business, in connection with the partnership, through Mr. Austin, Secretary to that gentleman.

Such meetings as are held take place on Thursdays, and are conducted by Mr. Russell, the Assistant Secretary of Kedron Park, at a fee of £5 per meeting.

Russell was appointed, to conduct the meetings, by Lawrence, and has never seen Jones.

Russell pays any profit to an account, in the name of "Goodna Amateur Race Club," with the Commercial Bank of Australia, Limited. Lawrence operates on this account.

The meetings generally comprise six divisional events.

In 1924, four meetings were held at Goodna. These resulted in a loss for the year of about £249.

In 1925, three meetings were held at Goodna, and two at Kedron. The three Goodna meetings netted in all a profit of about £1. The two Kedron meetings returned a total profit of about £218.

Of the twelve meetings held in 1926, nine were held at Goodna and three at Kedron. The nine Goodna meetings resulted in a total loss of £380, which was offset by a total profit of £395 from the three meetings at Kedron.

In 1927, six meetings, resulting in a total profit of £716, were held at Kedron. One meeting held at Goodna resulted in a loss of £4.

In 1928, of the nine meetings held, seven were held at Goodna and resulted in a net profit of £97.

Two meetings held at Kedron showed a total profit of £188.

In 1929, up to 20th June, six meetings had been held, three at Goodna and three at Kedron. The three Goodna meetings showed a net profit of less than £1 and the three Kedron meetings resulted in a profit of £308.

These figures show that over the period 1924 to June, 1929, twenty-seven meetings held at Goodna have involved a total loss of £534, which has been counterbalanced by the holding at Kedron, of sixteen meetings, at a total profit of £1,825.

When the meetings are held at Goodna, the admission fees are 10s. for gentlemen and 5s. for ladies. When meetings are held at Kedron, the usual fees for admission to that course are charged.

Admission
Fees.

The total admission fees collected in the years 1924 to 1926 show that the attendance in these years at meetings held at Goodna averaged about one hundred and eighty persons.

Public
Attendance.

During the period 1927 to 30th June, 1929, the average attendance at meetings held at Goodna did not exceed two hundred.

When meetings have been held at Goodna, bookmakers' fees (£7 7s. per meeting) have constituted the main source of income.

The above figures establish that there is at present no public demand for the conduct of unregistered racing at Goodna.

Russell keeps accurate statements of the results of each meeting. These are carried into a book kept by him which is entitled "Particulars of Goodna Meetings."

Disposal of
Moneys and
Books of
Account.

This is the only book kept. It discloses that Russell pays all expenses and his fee of £5 out of receipts, and pays any balance into the account of "Goodna Amateur Race Club" with the Commercial Bank of Australia, Limited. As already shown, Lawrence operates on this account. He was unable to give any account of such operations.

(d) *Strathpine Turf Club.*

This business also is proprietary, being owned by Mr. Jones.

The meetings are conducted by Mr. P. J. Frawley, who is employed as manager under a verbal agreement made through Mr. Austin, at a fee of £20 per meeting.

Meetings are held about once a month, on Thursdays, and consist of six events—divisional races.

Racing was started on 14th December, 1922, and annual accounts of its results up to 30th June, 1929, were put before the Commission. These show, *inter alia*, that the total receipts from all sources over this period, amounting to £16,239, were less by about £5 than the total outlays (£16,244) over the same period. The outlays, however, included a capital expenditure of £531 on a new grandstand and outbuildings.

These figures mean that a total profit of about £526 was realised as the result of approximately seventy-five meetings, an average profit of about £7 per meeting.

This will not go far towards defraying interest on capital invested, now about £5,000.

Public
Attendances
and
Admission
Fees.

There is only one enclosure, to which the charge for admission is 10s. for gentlemen and 3s. for ladies.

At eleven meetings for the twelve months ended June, 1929, 2,518 persons paid for admission, an average of about two hundred and thirty per meeting.

The average attendances of the public over the whole period since December, 1922, do not exceed two hundred per meeting.

Bookmakers' fees for fielding (at present £5 5s. per meeting), have constituted over the whole period the chief source of income.

Disposal of
Moneys and
Books of
Account.

No books of account have been kept, but Frawley has kept accurate statements showing the results of each meeting. Copies of these were put before the Commission.

These documents show only the total receipts and the total balances, whether of profit or loss, after payment of the expenses of the meeting and Frawley's own fee as manager.

They do not show how, in the one case, a loss was made good or, in the other, a profit was applied.

It was stated in evidence, however, that Mr. Jones from time to time sent cheques to Frawley to cover losses and that Frawley sent his own cheques to Jones in respect of any profits resulting from a meeting.

(e) *Ipswich Amateur Turf Club.*

This is a *bona fide* club established about 1896. It has no printed constitution or rules. Its rules are to be found only in certain minutes of meetings.

These minutes, which cover a period from 9th January, 1900, to 18th April, 1903, and from 14th February, 1912, to 16th September, 1929, do not clearly distinguish between committee and other meetings, but indicate that there has been throughout a committee (including certain *ex officio* members), which held meetings, that there have also been from time to time meetings of members, and that business has been more or less regularly conducted.

They set out a resolution that candidates for membership are to be proposed at one meeting and elected at the subsequent meeting.

They do not show how the committee is appointed or elected, or what has been its number. There is at present a committee of nine members which appears to have control of the ordinary business of the club.

The entrance fee for members is £10 10s. and the annual subscription is £1 1s.

In former years, particularly during the war, the club appears to have been prosperous, though its membership never exceeded seventy.

During war years, it contributed all the profits of its meetings, amounting to very considerable sums, to patriotic purposes. In later years, it also held meetings for charitable and other public purposes. The prize money at some of these meetings reached £250.

For a number of years it operated quite independently of unregistered racing in Brisbane, and, during this period, contributed to the improvement of Bundamba Racecourse.

Of late, the membership has declined, until it now stands at two life members and seven financial members.

In former days various members of committee acted as judge, stewards, and other officials at race meetings, in an honorary capacity. At present about six members of the committee fill these positions, being paid varying sums for their services at each meeting.

In recent years the club has also come more or less under the influence of associated unregistered bodies in Brisbane. It is represented on the Associated Appeal Board, which has assigned it one meeting a month.

These meetings are generally held on Thursdays, and are of the usual unregistered type—six divisional events.

Admission to the Paddock is 6s. and to the Leger 2s.

The public of Ipswich do not at present attend the meetings in any number, the patrons being mostly drawn from Brisbane, and consisting largely of those persons who attend unregistered racing in Brisbane.

From a consideration of the gate money paid, it appears that the average attendance in recent years has been in the vicinity of four hundred.

There has been a loss on operations during the last five years.

The committee's report, presented to the Annual Meeting in July, 1929, shows that the club made a loss of £104 in 1928 and about £56 in 1929.

These losses have been defrayed out of profits previously accumulated. The accumulated fund on 31st July, 1929, amounted to £1,330.

No books of account appear to have been kept, but statements of the results of recent meetings and of the application of the moneys received therefrom are entered in the minute book.

It is to be regretted that the operations of this long-established *bona fide* club appear to have been crippled by the extension of the activities of proprietary unregistered racing in Brisbane.

Admission
Fees.
Public
Attendance.

Disposal of
Moneys and
Books of
Account.

General
Remarks.

(f) *Metropolitan Owners, Trainers, and Jockeys' Association.*

This body was formed in July, 1929. Its rules are still in course of preparation. It came into existence as a result of dissatisfaction felt by the great majority of unregistered owners, trainers, and jockeys with the Kedron management.

A committee of nine, with a paid secretary, has been elected to control the business for the succeeding twelve months.

About ninety owners, trainers, and jockeys have expressed an intention to join the Association. Of these, fifty-six have paid the whole or part of the first year's subscription, £1 1s.

The total revenue under this head amounts to about £30. Several levies have also been charged against winning owners.

This body held one meeting of the usual unregistered class on the 15th July, 1929, at Bundamba.

Members gave their services as officials without remuneration. Expenses were kept down by every available means, and great efforts made to make the meeting a success.

The attendance was 477 men and 145 women. Admission charges were—Gentlemen, 10s. ; Ladies, 2s.

A net profit of £143 12s. 5d. resulted.

A second meeting was advertised but, before the set date, the dispute with the Kedron management was adjusted and the meeting abandoned.

No subsequent race meeting has been held, nor does it appear likely that the Association will continue to exist as a body conducting race-meetings.

(g) *West Moreton District Amateur Race Club.*

This was formed in July, 1926, when a President, several Vice-Presidents, a Chairman, a Secretary, and Treasurer, and eight Committee-men were appointed by the first meeting.

No rules or constitution appear to have been adopted. One book, covering the operations of the club from its formation to 30th June, 1927, has been kept.

This records a considerable number of meetings of members and one committee meeting.

It also contains a register of names of financial members, which shows that one hundred and twenty-two members paid a first subscription of 10s. 6d.

Notwithstanding the appointment of a committee, the members appear to have retained the management of the club in their own hands.

Prior to 30th June, 1927, the club held about six race meetings, at which a total prize money of £286 10s. was distributed.

The last balance-sheet in the book, that as at 30th June, 1927, shows that the club had then a credit balance of £1 8s.

Thereafter the club became practically defunct until, in November, 1929, an effort was made to resuscitate it, by the holding of a meeting, with a prize money of £250 guaranteed by a resident of Thagoona.

This meeting resulted in a loss of about £50, and with it failed the attempt to regalanise the club.

C—PRIZE MONEY.

The Associated Board has no control over the fixation of minimum prize money. Each body determines independently the value of its programme.

Although no less than one hundred and four unregistered meetings were held in the year ended 30th June, 1929, the amount of prize money distributed at them, namely £30,763, was insignificant, as compared with that given by the registered clubs, namely £119,430 for sixty-two meetings.

It has already been pointed out that many of these unregistered meetings were run at a loss, or yielded only an insignificant profit. Kedron alone has made substantial profits such as, under ordinary conditions, would justify an increase in its prize money. But even at Kedron, a substantial increase in prize money appears highly improbable while an annual sum of £7,000 is required to meet payments to the vendors.

On the present scale of distribution it is impossible for owners and trainers to subsist on prize money alone.

A prize of £20 divided between first, second, and third horses is usual. Even less sums, so divided, are frequent. After deduction of the cost of nomination and the jockey's fee, a winning owner, who is generally also the trainer, receives less than is sufficient to recoup his outlay in the preparation of his horse for racing, and nothing for himself. Owners are thus forced to rely for a living on successful betting, and many of them are driven to dishonest practices.

The conclusion drawn by the Commission from the evidence on the point is that the prize money offered at unregistered meetings would not be sufficient, even with an improved control, to ensure clean racing, and is certainly not sufficient, in the majority of cases, to justify its continuance as at present conducted.

Fewer meetings, better conducted, should be better attended, and might enable an increase in prize money sufficient to ensure to owners, trainers, and jockeys alike the possibility of earning an honest livelihood.

D—RACE MEETINGS.

Meetings at all unregistered courses are held on week days, generally Mondays and Thursdays. They consist, as a rule, of about six events, sometimes including a trot. These events are run on the divisional system already explained. In unregistered racing, however, five divisions are run, as against four divisions at Albion Park.

All races are run over short distances. These range, at Kedron, from 5 to 7 furlongs. At Coorparoo the distances are even shorter. On these courses the length of race is perhaps determined by the shortness of the track. At Goodna, Strathpine, and Ipswich, although the course affords scope for longer races, all races are also in the nature of short "sprints."

While the meetings thus cater in the main for an inferior class of horse, the divisional system secures that even the worst of such horses are continued at work after their best days are past.

In handicapping, a scale of weights considerably higher than that prevailing in registered racing is adopted. This is done with the object of permitting the employment of jockeys too heavy to ride at the usual scale of weights.

The same starter officiates at all the Associated Courses, and does his work well.

The officials at Kedron also perform similar duties at Goodna.

The Strathpine officials also act at Coorparoo.

All officials are paid a fee for each meeting.

Nomination and acceptance fees charged at Kedron are slightly less than those prevailing at Albion Park.

At Kedron, bookmakers pay a fielding fee per meeting of £7 7s. in the Paddock, and £4 4s. in the Leger. At the other courses a fielding fee per meeting of £5 5s. in the Paddock is levied. These fees are considerably less than those paid by registered bookmakers.

The rule enabling the stewards to take a boy off a horse on suspicion of intended malpractice and to substitute the Club's own jockey appears to cause considerable dissatisfaction on the part of owners, and was much discussed. A similar rule formerly prevailed at registered meetings, but was considered too drastic.

The evidence, however, did not establish that at unregistered courses such a rule is unnecessary for the prevention of corrupt practices. The rule is freely availed of by the stewards, and apparently with beneficial results.

Allegations of interference by jockeys and malpractice by owners, trainers, and jockeys were freely advanced.

With small prize money, trainers and owners on the bread-line, second to fifth class horses, short courses and short sprints, this is not surprising.

Whatever the truth of these allegations, it is at any rate true that inquiries by the stewards are very numerous, and that the public is far from confident that it is at present getting a fair run for its money.

E—RESTRICTION OF UNREGISTERED RACING.

Unregistered race meetings were held during 1929 on two week days, generally Mondays and Thursdays, throughout the year.

On the question of the total abolition of unregistered racing the opinion of the witnesses was much divided.

On the one hand, representatives of the Council of Churches and of the National Council of Women urged the total abolition of racing on the score that it encourages the evil of gambling, while representatives of the Brisbane Chamber of Commerce and the Brisbane Chamber of Manufactures urged its prohibition during working hours on the ground that it interferes with business and so injures the community economically.

Other witnesses, unconnected with any of these bodies, considered that all unregistered racing should be abolished by compelling all racing bodies to come under the control of The Queensland Turf Club, i.e., to become registered.

On the other hand, many witnesses maintained that unregistered racing is the poor man's recreation, that it meets a strong public demand, that it is just as much entitled to recognition as registered racing, and that to abolish it would inflict great hardship on a large number of participants, while to bring it under the same control as registered racing would, in effect, be to abolish it.

As to the necessity for restriction, however, there was much greater unanimity.

Many staunch supporters of unregistered racing considered that one cause of its present admittedly unsatisfactory condition is that there is too much of it. Most of the witnesses examined on the point favoured a reduction in the number of meetings to one day a week, though some suggested six days a month. These witnesses envisaged no dislocation of the business from such a reduction. On the contrary, they anticipated that while providing ample racing for the horses, and causing little unemployment, it would lead to increased attendances, bigger prize money, and better control of the meetings.

The Commission considers that, while no case has yet been made out for the total abolition of unregistered racing, it has been established that the welfare of the community demands its restriction.

The evidence above referred to justifies the conclusion that a reduction to one unregistered meeting per week would not materially increase unemployment, and would improve conditions throughout.

But the Commission goes further. It considers that the necessity for seeing that business hours are not too greatly entrenched upon demands that in no week, except perhaps Exhibition Carnival week, should racing, registered or unregistered, be permitted on more than two of the six week days.

As registered racing has already absorbed all Saturdays and holidays and, by reason of the superior standard of its meetings and its consequent greater public attractiveness, deserves first consideration, this means, in effect, that unregistered racing should be limited to forty-two week days in the year—a reduction from about one hundred and four.

Such forty-two days are exclusive of the days to be allotted to Trotting as hereinafter recommended.

The Commission further considers that unregistered racing should be limited as far as possible to mid-week. To restrict such racing to Wednesdays or Thursdays should minimise the economic loss necessarily incident to racing in business hours.

The Commission is therefore of opinion that unregistered racing should be prohibited on Mondays, Tuesdays, and Fridays, provision being made for the substitution of one of those days where, in any week, racing on the Wednesday or Thursday of that week becomes impracticable owing to weather conditions.

F—STIPENDIARY STEWARDS.

The system of control by stipendiary stewards prevails at all unregistered racecourses. Each club or racing body appoints its own stewards. These are invariably three in number.

The rules of Kedron and such of the other bodies as have printed rules give to the stewards powers of control quite as ample as those exercised in the case of registered racing.

But, even at Kedron, the stewards are subject to dismissal on one week's notice, and are paid by the day. The Chairman receives only £5 5s. per meeting at Kedron and a less sum at other courses.

The stewards are thus in far from an independent position.

Allegations were freely made that some stewards are inefficient, lack racing experience, and fail to act in concert. Representative jockeys, for instance, considered that the stewards at Kedron are not sufficiently strict and that their laxity has contributed to the present condition of unregistered racing.

Whatever the weight of this criticism, the fact remains that, by almost general agreement, the conduct of the racing is not as strict as might reasonably be expected.

The fault lies, not in the rules, but in their non-enforcement. For this the stewards, in whose hands rests in theory at least, the full control, must accept the main share of responsibility.

Control of
Stewards.

The failure by the stewards to ensure the fair conduct of the racing appears to be, partly, at all events, due to their lack of independence.

Stewards should have some tenure of office and a reasonable salary, and be as far as possible removed from outside influence.

The Commission considers that this result would be best attained by their appointment being taken from the individual clubs or proprietaries and vested in an independent Board of Control.

G—BOARD OF CONTROL.

The unregistered racing bodies have set up no central authority with powers derived from an agreed set of rules to control their racing activities.

In practice, however, in relation to the five associated concerns—Kedron, Coorparoo, Goodna, Strathpine, and Ipswich—the Appeal Board, originally instituted in November, 1922, has been permitted to act as a central controlling body.

Thus it has assumed power to allocate the racing dates, to license jockeys, and recently trainers, and to institute a register of racehorses, in addition to its primary purpose of hearing appeals.

It meets, moreover, as occasion demands, to consider other questions deemed to be of general concern to the associated bodies.

The fact that it has, by tacit consent, discharged these functions evidences the need for some central control.

This Appeal Board is in theory representative of all the associated concerns.

If fact had accorded with theory, there might be no need for legislative interference. In place, however, of being really a representative body, the Board has always been predominantly under the influence of Kedron.

The Board consists of five members, each of whom receives a fee of £1 per meeting.

Its present personnel is as follows:—

The Chairman is Mr. Burke, who is also Chairman of Kedron Amateur Racing Club, and Chairman of Directors of Brisbane Amusements,

Limited. He represents Coorparoo. Mr. Lawrence, manager of Kedron, represents Kedron. Mr. Frawley, Manager of Coorparoo and of Strathpine, is the representative of Strathpine. Mr. Harding represents Ipswich. He acts as judge at Kedron and other courses, and is thus subject, under the racing rules, to the jurisdiction of the stewards, from whose decisions he sits to hear appeals.

Goodna is represented nominally by Mr. Russell, Assistant Secretary of Kedron. Russell, however, acts as secretary to the Board and takes no part in its deliberations. Thus Goodna is in fact entirely without representation.

Of the five, three—Lawrence, Russell, and Harding—are paid officials of Kedron; Burke is its Chairman, and Frawley, the remaining member, is manager, under Burke, of Coorparoo.

A Board so constituted must necessarily find difficulty, in cases where interests conflict, in giving fair and impartial consideration to the claims of concerns other than Kedron.

It must be equally difficult for a Board composed so largely of paid officials of Kedron—officials too with no tenure, but holding precarious office at a daily rate of pay—to deal out impartial justice to licensees or others appealing, in cases where the decision appealed from appears adverse to the financial interests of Kedron.

Several witnesses, in fact, asserted that the Board does not properly uphold the authority of the stewards and that, even in cases where the stewards' decision is nominally confirmed, the punishment inflicted is frequently remitted or reduced, not on the merits of the case, but with the object of clearing the way, so that the offending owner, trainer, or jockey may resume his activities as a competitor, and consequently a revenue producer, as speedily as possible.

However this may be, it is a fact that apparently just decisions of the stewards are frequently over-ruled, and that punishments inflicted by them or by the Board itself are frequently not enforced.

This distinctly encourages malpractice, and has been one main factor in alienating the confidence of the public.

The Commission considers that this unsatisfactory state of affairs is not capable of being remedied from within, so long as the present close connection between the proprietaries of the associated concerns continues to exist.

The Commission therefore considers it necessary, in the interests of unregistered racing itself, and in order to restore, as far as possible, some meed of confidence in the fair and proper conduct of such racing, that the Legislature should set up some central control, capable of exercising within the jurisdiction to be conferred upon it an impartial and independent authority.

A recommendation as to the constitution and functions of such suggested central control appears in Part VI. of this Report.

H—PROPRIETARY UNREGISTERED RACING.

With the exception of the Ipswich Amateur Turf Club, all the active unregistered racing bodies with which the Commission is concerned are, in its opinion, proprietary.

Thus to abolish proprietary racing in Brisbane would involve the almost complete suppression of unregistered racing as at present conducted.

This would be, not only to prohibit without notice the carrying on of a hitherto lawful business, but to throw out of employment a number of persons probably ill-suited to do other work.

The Commission has already set out, under the head "Restriction of Unregistered Racing," its reasons for considering that no case has as yet been made out for such abolition.

PART IV.

TROTTHING.

Trotting races were provided in 1928 by The Brisbane Trotting Club, and to some extent also in 1928 and 1929 by Coorparoo and Kedron, at which courses one event per meeting was frequently devoted to trotting.

The
Brisbane
Trotting
Club.

The Brisbane Trotting Club is a *bona fide* club formed in October, 1927.

Its present rules were adopted on the 15th March, 1928.

Members.

Any person is eligible for membership and, subject to the approval of the committee, becomes entitled to the rights and privileges of membership upon payment of the annual subscription and receipt of the secretary's acknowledgment.

The annual subscription, payable yearly or half-yearly, is £1 1s.

The rules provide that the affairs of the club are to be administered by a President, four Vice-Presidents, Treasurer, Committee of twelve, and a Secretary, elected annually by the members at the Annual General Meeting.

At present there are only eight members of committee.

There is no limitation of membership.

At present there are about forty-five financial members.

The club races under a printed set of rules of racing. These differ from the Kedron rules mainly in making special provision for a method of handicapping.

Up to December, 1928, the club, which has never had any course of its own, held eleven meetings at Coorparoo, by arrangement with the owners of that course. At these a total sum of £1,268 10s. was distributed in prize money.

These meetings were held on Saturdays and holidays, days on which The Queensland Turf Club was holding meetings.

In spite of considerable assistance derived from donations by members, the meetings resulted in a loss.

This loss was due largely to inability to attract the public in competition with The Queensland Turf Club.

The management of Coorparoo always refused to allow the club the use of the course on days other than those on which The Queensland Turf Club was holding a meeting.

Since December, 1928, the club has held no meetings. The reason given was that the club could not hope to hold successful meetings on days on which The Queensland Turf Club was advertised to race, and could obtain no course for other dates.

The club keeps proper books of account, which correctly disclose how all moneys received have been applied, disposed of, and used. Disposal of Revenue.

The club's officials deposed that if granted racing dates, with protection against other racing on such dates, the club would be able to carry on successfully. Racing Dates.

They considered that eighteen days per annum should be held available for their club, and that such days should include some Saturdays.

This claim was supported by evidence showing that, at their eleven meetings in 1928, they had catered for 192 separate owners racing 275 separate horses, and that there are at present 300 trotting horses in the metropolitan area.

The Commission does not consider that the interests of the metropolitan racing public would be promoted by reserving for the meetings of this club any Saturdays.

The Commission, however, sees no reason why a strictly limited number of week days should not be set aside for meetings consisting only of trotting events.

Such meetings should not exceed six in number per annum.

These might well be held successfully in those weeks during which, if the recommendation of the Commission as to the restriction of unregistered racing is carried into effect, no other unregistered meeting was being held.

PART V.

GENERAL.

A—QUEENSLAND BREEDERS, OWNERS, AND TRAINERS' ASSOCIATION.

This body was formed in 1927, its object being "to deal with all matters conducive to the advancement of racing."

It operates under printed rules adopted in January of that year. These rules provide that any *bona fide* breeder or any owner or trainer recognised by The Queensland Turf Club is eligible for election for membership.

Candidates for membership must be proposed and seconded in writing. The names of candidates are submitted for election at the next meeting of committee. The annual subscription, £1 ls., must be deposited with the application for membership, and all members must be elected by ballot. Members.

The management of the Association is vested in a committee of ten, with the usual officials, all elected at the annual general meeting. Committee.

The Association has no racecourse, but desires to become a racing body, and has made application to The Queensland Turf Club committee for registration to that end.

It desires the total abolition of unregistered racing and the holding of registered race meetings on week days.

The Commission has, as already stated, formed an opinion entirely adverse to any extension of registered racing.

Even if such an extension were permissible, the Commission can see no benefit to registered racing from the intrusion into the field of a club composed largely of licensees.

B—BETTING.

At all courses, registered and unregistered, betting is conducted by means of the totalisator and licensed bookmakers.

Both these agencies are recognised by existing statutes, under which the State derives revenue as a result of their operations.

No suggestion was put forward for any alteration in this dual system of betting.

The President of the Queensland Council of Churches, Mr. A. E. Bickmore, was deputed by that body to urge the total abolition of gambling at race meetings, and, failing such abolition, a reduction in the number of such meetings with a view to decreasing the gambling evil as far as practicable.

This evidence was supported to the extent of urging a curtailment of racing, and consequently of gambling, by the representative of the National Council of Women.

The views of these bodies rest mainly on ethical but to some extent also on economic grounds.

This question of the suppression or reduction of gambling *per se* was not stressed by any other witness.

Under these circumstances, the Commission does not think fit to recommend any alteration in the present system under which the deeply implanted instinct for gambling is sought to be kept within controllable limits by restricting its exercise, in connection with horse racing, to the racecourse itself.

C—BETTING HOUSES.

It appears that in recent years there has been an increase in the number of illegal betting houses, commonly known as "betting shops."

The suggestion was made that this increase is largely due to broadcasting by wireless during meetings. The present practice is to broadcast, not only the results of the meetings, but such progress particulars as facilitate the making, in places remote from the racecourse, of wagers on the events of the day.

The Commission considers that in the interests of the racing community, no less than of the general public, it is essential that the present penalties provided against illicit betting should be strictly enforced.

It also considers that the suggestion that such betting is facilitated by the present system of broadcasting is well founded, and that provision should be made to prohibit the broadcasting from racecourses of racing information until after the close of the last race at any meeting.

D—COMPENSATION—COORPAROO RACECOURSE.

If the views of the Commission as to the unsuitability of the Coorparoo Racecourse for galloping races are adopted by legislation prohibiting such racing on that course, it will be necessary that provision be made for the payment of compensation (if any) to Brisbane Amusements, Limited, the owner of the course, in respect of any diminution in the value of its property resulting from such prohibition.

The Commission considers that the burden of such compensation should fall on the other unregistered racing concerns (not including The Brisbane Trotting Club), whose businesses should profit, and not on the general community.

It will therefore be necessary to make provision for the fair ascertainment, by arbitration if necessary, of the amount of such compensation, for the establishment of a compensation fund out of the profits of such other unregistered concerns, and for payment out of such fund of the compensation.

The Commission considers that such compensation fund should be raised by the payment thereto of £5 per centum of the profits of all unregistered meetings, and that the moneys in such fund should be applied periodically to payment, with interest, of the compensation so to be determined.

E—SURPLUS ASSETS ON WINDING UP.

During the course of the inquiry, a question arose as to whether, in the case of non-proprietary racing clubs, those persons who might be members at the time of the final winding-up of a club should be permitted to divide between them any surplus funds or property of the club remaining after discharge of its liabilities.

This question assumed greater importance when it appeared that the present members of the Ipswich Amateur Turf Club are only nine in number, and that these nine are conducting race meetings at a loss and paying such loss out of a fund accumulated while the club was prosperous and had a considerable membership.

The Commission has formed the view that all assets accumulated by racing clubs are substantially attributable to the contributions of the racing public. What the members contribute by way of entrance fees and annual subscriptions is repaid by the granting of concessions and privileges exercisable while the club is a going concern.

The surviving members therefore have no just claim and should not be permitted, on the dissolution of their club, to derive pecuniary benefit from its surplus funds. Such surplus should be devoted to other racing or sporting or to charitable or other public purposes.

This view was put by the Commission to the representatives of all the clubs interested in its inquiries and was concurred in by them all, no objection being raised to the enactment of legislation on the point.

It was generally thought, however, by the representatives present, that, on the winding-up of a club, its remaining members should retain the right to determine in general meeting to which of the above purposes such surplus should be allocated.

Such a provision is already to be found in the present rules of the Queensland Breeders, Owners, and Trainers' Association, and appears to be free from objection.

Legislation, if enacted, should contain provisions directed to preventing its evasion, by determining under what circumstances a club should be deemed to be wound-up.

PART VI.

RECOMMENDATIONS.

The Commission recommends that legislation be enacted to effect the following purposes:—

1. To provide that race meetings other than trotting meetings may not be held in any one year in the area included within the ambit of this Inquiry on more than one hundred and four days in all.

2. To provide that trotting meetings, comprised solely of trotting events, may be held in any one year within the said area on not more than six days, and to provide further that no such meeting may be conducted except by and for the benefit of The Brisbane Trotting Club.

3. To provide that not more than sixty-two Registered race meetings may be held in the said area in any one year, and that no such meeting may be held except on Saturdays, the days (being week days) on which the following public holidays—

New Year's Day,	Labour Day,
Foundation Day,	King's Birthday,
St. Patrick's Day,	Exhibition Day, and
Easter Monday,	Boxing Day

are celebrated, the Monday in Exhibition week and the second Wednesday in November, and to provide further that when, in the opinion of the stewards, racing is impracticable, owing to weather conditions, on one of the abovementioned days, a meeting appointed to be held on such day may be postponed to a day not later than the Friday in the following week.

4. To prohibit proprietary Registered racing.

5. To prohibit the holding of any Unregistered race meeting on any of the days mentioned in Recommendation No. 3.

6. To provide that not more than forty-two Unregistered race meetings (other than trotting meetings) may be held in any one year in the said area.

7. To provide that not more than thirty-four Unregistered race meetings (other than trotting meetings) may be held in any one year in the said area on racecourses other than Bundamba.

8. To provide that no Unregistered race meeting (other than a trotting meeting) may be held in any week in which any of the public holidays, other than Exhibition Day, mentioned in Recommendation No. 3, is celebrated or in the second week in November.

9. To provide that Unregistered race meetings (other than trotting meetings) may be held only on Wednesdays or Thursdays, except in cases where, in the opinion of the stewards, racing is impracticable, owing to weather conditions, on the day appointed for such a meeting, in which event such meeting may be postponed to a day, not being a Saturday or one of the days mentioned in Recommendation No. 3, not later than the Friday of the following week.

10. To prohibit the holding of race meetings (other than trotting meetings) within the said area on any racecourse not hitherto used as such unless such racecourse is of a circumference of not less than one mile.

11. To provide that no racecourse not hitherto used as such may be used for racing other than trotting within the said area, unless such racecourse is owned at law or in equity and controlled, or in the case of land the property of the Crown, or set aside on trust for racing purposes, leased and controlled, by a *bona fide* club.

12. To authorise the Crown to resume Doomben Racecourse for racing purposes on equitable terms, and to sell or lease it when so resumed to a newly formed racing club, for the purpose of holding registered meetings thereon, such authority to be conditional on the provision of guarantees satisfactory to the Minister in charge of the Act for reimbursing to the Crown its outlay on such resumption; and to provide further that if, within a specified period, no such new club has given such guarantees, the Crown may thereafter, within a further limited period, on The Queensland Turf Club giving such guarantees, resume the said racecourse and sell or lease it to the said Club.

13. To prohibit the running in any racing event other than trotting of more than twelve horses on the Kedron Racecourse unless and until the running surface is made uniform, and the open drain alongside the straight is protected.

14. To prohibit the holding of horse or pony races other than trotting races on the Coorparoo Racecourse.

15. To provide for the determination of the amount of compensation (if any) payable to the owner of Coorparoo Racecourse, in respect to the prohibition referred to in Recommendation No. 14, and to establish a fund, to be raised by a levy of £5 per centum on the net profits of Unregistered race meetings (other than trotting meetings), for the payment of such compensation.

16. To provide for the constitution and functions of a Board of Control for Unregistered racing, other than trotting meetings.

17. To provide that such Board consist of three members to be appointed by the Governor in Council for not less than twelve months, one of such members, being a person experienced in racing matters, nominated by the Minister in charge of the Act, to be appointed as chairman; the two other members to be appointed on the nomination respectively of the Unregistered racing clubs and proprietaries, and of the licensees engaged in Unregistered racing conducted by such clubs or proprietaries.

18. To determine the remuneration of the members of the Board and to provide that such remuneration and the expenses of the Board be payable in the first instance out of fees for licenses and other receipts of the Board, and subject thereto, by means of levies on clubs and proprietaries registered with the Board.

19. To empower such Board—

- (i.) To register existing clubs and proprietaries, other than the Coorparoo Turf Club, and to deregister any club or proprietary.

- (ii.) To receive and deal with applications for registration by newly formed *bona fide* clubs.
- (iii.) To allot, between clubs and proprietaries for the time being registered, the available racing days.
- (iv.) To determine the minimum prize money to be distributed at any race meeting.
- (v.) To appoint three stipendiary stewards to officiate at all Unregistered race meetings and to fix their remuneration.
- (vi.) To fix the maximum number of starters in any event on any Unregistered racecourse.
- (vii.) To issue licenses to trainers, jockeys, apprentices, bookmakers, bookmakers' clerks, and stable hands, and to fix the fees payable by licensees.
- (viii.) To provide for the registration of horses and the fees payable on registration.
- (ix.) To hear and determine appeals from decisions of the stipendiary stewards.
- (x.) To appoint a secretary and to fix his remuneration.
- (xi.) To make levies on clubs and proprietaries registered with the Board for the purpose of raising funds to defray the remuneration of its members, and the expenses of the Board, and
- (xii.) Generally to exercise in respect to Unregistered racing all the powers and functions exercisable under the Australian Rules of Racing by a Principal Club.

20. To prohibit the broadcasting from racecourses of racing information until after the close of the last race at any meeting.

21. To provide that on the winding-up of any non-proprietary racing club the surplus assets of such club, after discharge of its obligations, shall be distributable amongst such other racing or sporting or amongst such charitable or other public purposes as the members of such club at the date of such winding-up shall in general meeting determine, and failing such determination, as the Minister in charge of the Act shall decide.

In conclusion the Commission desires to record its appreciation of the assistance afforded by Mr. A. D. McGill of Counsel, by the representatives of the various racing interests concerned, by the State Reporting Bureau, and by its Secretary, Mr. C. Page-Hanify, whose services in handling the voluminous exhibits and in digesting the verbal evidence, and whose diligence and zeal in the discharge of his duties have considerably lightened its labours.

We have the honour to be,

Your Excellency's obedient Servants,

H. H. HENCHMAN, Chairman,

J. CADELL GARRICK,

F. J. McCARTHY.

Brisbane, 10th April, 1930.

APPENDICES.

APPENDIX A.

LIST OF NAMES OF WITNESSES.

Name.	Description.
Ahern, Terence Mortimer	Chairman, Brisbane Amateur Turf Club
Allan, William	Horse Owner
Bailes, Thomas Henry	Auditor
Barnes, John Hawkin Smith	Horse Breeder, Canning Downs
Belson, Elmer Harold	Authorised Surveyor
Bickmore, Arthur Ernest	President, Queensland Council of Churches
Booshand, John	Unregistered Jockey, Woolloowin
Booth, John	Horse Trainer, Hamilton
Bouchard, Thomas William	Solicitor, Brisbane
Bradfield, Frank John	Registrar of Titles, Brisbane
Britnell, William	Caretaker, Albion Park Racecourse
Brosnan, Timothy John	Owner and Trainer and Member of Committee of Queensland Breeders, Owners, and Trainers' Association
Buchanan, William Henry	Treasurer, Tattersall's Club
Burke, John Edward	Chairman, Kedron Park Amateur Race Club
Canty, John	Trustee, Ipswich Racecourse Reserve
Cole, William Henry	Paddock Bookmaker, Queensland Turf Club
Collins, James Lawrence	Sporting Editor, <i>Daily Standard</i>
Connors, Lionel Seymour	Accountant, Messrs. Thynne and Macartney
Conquest, Norman Charles	Horse Trainer, Hendra
Cotham, James Ambrose	Accountant
Curley, James Joseph	Stipendiary Steward, Queensland Turf Club
Danaher, William	Paddock Bookmaker, Queensland Turf Club
Dash, George MacDonald	Organiser, Sydney and Melbourne
Dawson, Frederick Lionel	Treasurer, Brisbane Amateur Turf Club
Farrell, George Pritchard	Secretary, Metropolitan Owners, Trainers, and Jockeys' Association
Frawley, Neive	Steward, Associated Race Clubs
Frawley, Patrick John	Manager of Racecourses, Coorparoo and Strathpine
Gall, William James	Under Secretary, Home Secretary's Department
Gillespie, Robert	Secretary, Tattersall's Club
Harding, Silas Hunter	President, Ipswich Amateur Turf Club
Harris, Herbert	Horse Trainer, Strathpine
Hayes, James Francis	Secretary, Brisbane Trotting Club
Healy, Peter Joseph	Horse Trainer and Owner, Hendra
Hocker, Otto Henry	Secretary, Brisbane Amateur Turf Club
Jack, James	Insurance Manager, Brisbane
Jackson, Dr. Ernest Sandford	Medical Practitioner, Brisbane
James, William Francis	Horse Owner, Coorparoo
Kahl, John J.	Horse Trainer, Hendra
Kent, William	Managing Director of the Jondaryan Estates Limited, Jondaryan
Kerr, David John	Veterinary Surgeon, Clayfield
King, Walter Grant	President, Chamber of Manufactures
Lawrence, Edward James	Manager and Handicapper, Kedron Park Amateur Race Club
Mallalieu, Mrs. Edith Agnes	Honorary Secretary, National Council of Women of Queensland
Manning, Allan William	Authorised Surveyor
Morris, Charles Andrew	Chairman, Queensland Turf Club
Munro, James Trembroke	Main Avenue, Coorparoo
Murphy, John	Horse Trainer and Owner
McCarthy, Michael Joseph	Sporting Editor, <i>Brisbane Courier</i>
McDougall, John Graham	Studmaster, Lyndhurst
McGarrigal, James	Race Starter, Farmer, Laidley

APPENDIX A—continued.

LIST OF NAMES OF WITNESSES—continued.

Name.	Description.
McGill, Francis William	Stipendiary Steward, Queensland Turf Club
McGill, James Francis	Treasurer, Queensland Breeders, Owners, and Trainers' Association
McKennairey, William	Chairman, Stipendiary Stewards, Kedron Park Amateur Turf Club
McLoughlin, Charles	Horse Trainer, Hendra
Nicholson, John Edward	Chairman, Brisbane Trotting Club
Noble, William Albert	Bundamba
O'Mara, Daniel James	Solicitor, Brisbane
Orr, John Moffat	Law Clerk, Brisbane
O'Shea, Patrick Joseph	Solicitor, Brisbane
Oxlade, Alan Martindale	President, Brisbane Amateur Turf Club
Park, Robert Charles	Chemist, Queen Street, Brisbane
Pike, Alfred Arthur	Land Tax Valuer, Land Tax Department
Plumridge, John Edward Scells	President, Brisbane Chamber of Commerce
Ralston, Arthur Brian	Starter, Queensland Turf Club
Rees, George	Public Accountant, Brisbane
Rodgers, John Phillip	Breeder, Goondiwindi
Russell, Albert Edward John	Assistant Secretary, Kedron Park Amateur Racing Club
Ryan, Robert	Horse Trainer, Coorparoo
Singleton, Edward James	Clerk of Course, Kedron and Goodna
Smith, Charles Edward	Horse Trainer, Woolloowin
Spreadborough, Cuthbert J.	Farmer, Thagoona
Stoddart, Robert Edward	Horse Trainer, Windsor
Stone, John Frederick	Horse Trainer, Kedron
Thynne, Mrs. Christina Jane	Widow, Brisbane
Tindall, Hugh Andrew	Jockey, Woolloowin
Wagner, August	Secretary, Queensland Breeders, Owners, and Trainers' Association
Wall, Thomas	Miner, Booval
Wells, John Edward	Jockey, Kedron
Wiggins, Victor Edward	Bookmaker, Kedron
Wolfe, Herbert Austin	Chairman, Queensland Turf Club Stipendiary Stewards
Wren, John	Racecourse Proprietor, Melbourne

APPENDIX B.

EXHIBITS.

No. of Exhibit.	Description.
1	Certified Copies of Titles, Eagle Farm
2	File of Documents relative to dealings with Eagle Farm
3	Certified Copies of Titles, Albion Park
4	File of Cancelled Titles
5	File of Documents relative to dealings with Albion Park
6	Certified Copies of Titles to Coorparoo
7	File of Documents relative to dealings with Coorparoo
8	Copy of List of Shareholders, Brisbane Amusements Limited
9	Certified Copy of Title, Doomben
10	File of Documents relative to dealings with Doomben
11	(a) List of Shareholders, Doomben Park Recreation Grounds, Limited, 1921 (b) List of Shareholders, Doomben Park Recreation Grounds, Limited, 1923 (c) List of Shareholders, Doomben Park Recreation Grounds, Limited, 1928
12	Certified Copy of Title, Deagon
13	File of Documents relative to dealings with Deagon
14	Certified Copies of Titles, Goodna
15	File of Documents relative to dealings with Goodna
16	Copy Certificate of Registrar of Firms re Goodna Amateur Race Club

APPENDIX B—*continued.*EXHIBITS—*continued.*

No. of Exhibit.			Description.
17	..	..	Certified Copies of Titles, Kedron
18	..	..	File of Documents relative to dealings with Kedron
19	..	..	Copy <i>Government Gazette</i> of 15th February, 1890, <i>re</i> Bundamba
20	..	..	Copy Agreement 17th April, 1923, Nathan and Wren to Macfarlane and Rees as Trustees, Brisbane Amateur Turf Club
21	..	..	Copy Agreement 17th April, 1923, indemnifying Trustees and Members Brisbane Amateur Turf Club
22	..	..	Copy Articles of Association, Doomben Park Recreation Grounds, Limited
23	..	..	Agreement, 24th August, 1923, Nathan and Wren to Bouchard and Rees, as Trustees for Kedron
23A	..	..	Copy Agreement, 24th August, 1923, Collateral to Exhibit 23
23B	..	..	Copy Agreement 24th August, 1923, indemnifying Trustees and Members, Kedron
24	..	..	Copy Rules and Constitution of Queensland Turf Club, including Rules of Racing and supplementary rules
25	..	..	Copy Balance-sheets, Profit and Loss, and Annual Reports, Queensland Turf Club, 1891 to 1929
26	..	..	Lease, Trustees to C. A. Morris as Trustee, Queensland Turf Club
27	..	..	By-laws under The Brisbane Racecourse Act
28	..	..	Copy Correspondence between Brisbane Amateur Turf Club and Queensland Turf Club, application for Registration
29	..	..	Letter, Secretary Australian Jockey Club to Secretary, Queensland Turf Club, 5th July, 1929
30	..	..	Letter, Secretary Victorian Racing Club to Secretary, Queensland Turf Club, 9th July, 1929
31	..	..	Schedule of Taxes paid by Queensland Turf Club, 1919–1929
32	..	..	Schedule of Totalisator Taxes and Fractions, 1919–1929
33	..	..	Schedule of Contributions by Queensland Turf Club to Patriotic Funds
34	..	..	Schedule of Contributions by Queensland Turf Club to Benevolent Funds
35	..	..	Schedule of Salaries and Wages paid by Queensland Turf Club
36	..	..	Additional amount paid in wages on race days, 1919–1929
37	..	..	Schedule of Improvements by Queensland Turf Club
38	..	..	Portion, <i>Courier</i> , 16th October, 1924
39	..	..	Letter, Wren to Dash, 31st January, 1923
40	..	..	Copy Letter, Dash to Wren, 1st February, 1923
41	..	..	Letter, Wren to Dash, 5th February, 1923
42	..	..	Copy of Report by Dash on return from Sydney and Melbourne
43	..	..	First Minute Book, Brisbane Amateur Turf Club
44	..	..	Report—History of Formation of Brisbane Amateur Turf Club
45	..	..	Letter, Wren to Brisbane Amateur Turf Club, 17th April, 1923
46	..	..	Second Minute Book of Brisbane Amateur Turf Club
47	..	..	Loose Minutes beginning with 7th August, 1924
48	..	..	Extract from <i>Courier</i> , 18th July, 1925
49	..	..	Third Minute Book, Brisbane Amateur Turf Club
50	..	..	Ordinance of Brisbane City Council, 10th September, 1926
51	..	..	Form of Application for License
52	..	..	Letter, Dash to Hocker, 14th May, 1924
53	..	..	Letter, Secretary Tattersall's to Secretary, Queensland Turf Club <i>re</i> Broadcasting and reply
54	..	..	Copy Financial Statements, Brisbane Amateur Turf Club, 1923–1929
55	..	..	List of Members, Brisbane Amateur Turf Club, 1924–25
56	..	..	List of Members, Brisbane Amateur Turf Club, 1928–29
57	..	..	Copy Agreement Nathan and Wren to Brisbane Amateur Turf Club, 15th February, 1923
58	..	..	Dissection of Dash's Cash Book, years ending 30th April, 1924, and 30th April, 1925
59	..	..	Journal of Brisbane Amateur Turf Club kept by Dash
60	..	..	Cash Book, Brisbane Amateur Turf Club, May, 1923, to March, 1925
61	..	..	Ledger of Brisbane Amateur Turf Club, folio 102
62	..	..	Two Cash Books, Brisbane Amateur Turf Club.

APPENDIX B—continued.

No. of Exhibit.	Description.
63	Yearly progress Accounts, Brisbane Amateur Turf Club
64	Statement Receipts and Payments, 1924-1929, with other returns
65	Letter to Queensland Turf Club from Brisbane Amateur Turf Club, 1st May, 1924, <i>re</i> Stewards
66	Letter, Jack to Secretary, Brisbane Amateur Turf Club, 26th October, 1923
67	Copy Advertisement in <i>Courier</i> , 7th April, 1923, <i>re</i> tender purchase Kedron
68	Minute Book of Kedron Amateur Racing Club from 29th May, 1923, to 2nd August, 1929
69	Constitution and Rules and Rules of Racing
70	Secretary's Balance-sheet for Meeting 14th June, 1926, supported by vouchers
71	Letter, Wren to Chairman Kedron Amateur Racing Club, 14th November, 1924
72	Statement of Receipts and Expenditure, Kedron Amateur Racing Club to 30th June, 1925
73	Statement of Receipts and Expenditure, Kedron Amateur Racing Club, 30th June, 1927
74	Balance-sheet, Kedron Amateur Racing Club to 30th June, 1928, Income and Expenditure Accounts, and Statement of Receipts and Payments
75	Balance-sheet, Kedron Amateur Racing Club to 30th June, 1929, Income and Expenditure Accounts, Statement of Receipts and Payments
76	Copy Agreement, 6th January, 1921, Burke, Hillcoat, and Whiting with Brisbane Amusements Limited
77	Letter, Wren to Brisbane Amateur Turf Club, 2nd February, 1926
78	Copy Rules, Tattersall's Club
79	Notice of Annual Meeting, &c., 31st January, 1929, Tattersall's Club
80	Souvenir, Tattersall's Club, 1926
81	Receipt Books, Brisbane Amateur Turf Club
82	Samples of Statements prepared after race meetings
83	Bank Deposit Book, Brisbane Amateur Turf Club
84	Copy letter, Brisbane Amateur Turf Club to Dash, 10th June, 1926, and reply by wire, 28th June, 1926
85	Number of Nomination Forms of Members, Brisbane Amateur Turf Club, undated
86	Letter, Jack to Dash, 12th June, 1924
87	Four Bank Pass Books, Brisbane Amateur Turf Club
88	Statement—Receipts and Expenditure from 1st January, 1923, to 30th March, 1923, and 30th March, 1923, to 30th April, 1923, Brisbane Amateur Turf Club
89	Balance-sheet, Meeting 19th May, 1923, Balance-sheet, Meeting 26th April, 1923, Balance-sheet, Meeting 16th June, 1923, Brisbane Amateur Turf Club
90	Journal, Brisbane Amateur Turf Club from 1st July, 1927
91	Wages Book, Kedron Amateur Racing Club
92	Membership Roll, Kedron Amateur Racing Club
93	Receipt Book from 14th July, 1928, to 12th September, 1929, Kedron Amateur Racing Club
94	Bank Pass Book, Goodna Race Club
95	Bank Pass Book, Kedron Amateur Racing Club
96	Rules of Queensland Associated Racing Clubs
97	Certified Copy of Title, Strathpine
98	File of Documents relative to dealings with Strathpine
99	Deposit Slip, 20th July, 1928 (Kedron), £73 10s.
100	Original Membership Book, Kedron
101	Balance Book, Goodna
102	Plan of Kedron
103	Jockeys' Insurance Fund Account Book
104	Deposit Slip dated 24th August, 1923, Kedron
105	Cheque Book, Brisbane Amateur Turf Club, 21st March, 1923, to 16th June, 1924

APPENDIX B—continued.

EXHIBITS—continued.

No. of Exhibit.			Description.
106	..	..	Copy Memorandum and Articles of Association, Brisbane Amusements Limited
107	..	..	Share Register, Brisbane Amusements Limited
108	..	..	Number Deposit Slips, Brisbane Amateur Turf Club
109	..	..	Scale of Nomination and Acceptance Fees, Brisbane Amateur Turf Club
110	..	..	Extracts, <i>Courier, Mail, Sun, Truth</i> , January–March, 1923
111	..	..	Balance-sheet of Meetings, 12th July, 1928, to 15th October, 1929, Coorparoo
112	..	..	Certificate of Registrar of Firms <i>re</i> Strathpine
113	..	..	Three Deposit Slips, Brisbane Amateur Turf Club.
114	..	..	Letter of Instruction, Jones to Frawley, 1st October, 1929
115	..	..	Statements—Receipts and Expenditure, Coorparoo
116	..	..	Statements—Receipts and Expenditure, Strathpine
117	..	..	Schedule of Payments to Dash, Principal and Interest
118	..	..	Copy Rules, Queensland Breeders, Owners, and Trainers' Association
119	..	..	Minute Book, Queensland Breeders, Owners, and Trainers' Association
120	..	..	Letter from Breeders, Owners, and Trainers' Association to Queensland Turf Club, 23rd February, 1929
121	..	..	Copy Correspondence Queensland Turf Club and Owners, Breeders, and Trainers' Association <i>re</i> Registration
122	..	..	Copy Rules, Queensland Turf Club, Licensees' Benevolent Fund
123	..	..	Circular Letter issued by Queensland Breeders, Owners, and Trainers' Association, 1st April, 1928
125	..	..	Petition to Queensland Turf Club, 30th March, 1929, and Correspondence relative thereto
126	..	..	Minutes of Special Meeting, Committee, Queensland Turf Club, 17th May, 1929
127	..	..	Minutes of Meeting of Committee, 14th June, 1929
128	..	..	Letter, 24th June, 1927, Breeders, Owners, and Trainers' Association to Brisbane Amateur Turf Club and reply
129	..	..	Letter, 6th July, 1928, Brisbane Amateur Turf Club to Breeders, Owners, and Trainers' Association
130	..	..	Copy Lease, Bundamba Trustees to Wren, 10th June, 1925
131	..	..	Minutes of Meetings, 3rd November, 1923, and 5th November, 1923, Queensland Turf Club, and Transcript of Proceedings
132	..	..	Copy, Agreement Bundamba Trustees and Commonwealth, 1st January, 1929
133	..	..	Extracts from Minutes of Meetings, 1900–1902 and 1912–1929, Ipswich Amateur Turf Club
134	..	..	Statement, Receipts and Expenditure, Ipswich Amateur Turf Club. Printed 1920–1926, typed 1927–1929
135	..	..	Prize Money, Meetings, &c., Ipswich Amateur Turf Club
136	..	..	Copy Rules, West Moreton Racing Association
137	..	..	Circular, 30th August, 1929, issued by Breeders, Owners, and Trainers' Association
138	..	..	New Zealand Rules of Racing, 1928
139	..	..	Extracts from <i>Courier, Daily Mail</i> , and <i>Standard</i>
140	..	..	Minutes of Special Meeting, Queensland Turf Club, 23rd March, 1915, refusing Registration Doomben Course
141	..	..	Extract from <i>Courier</i> , 28th July, 1915
142	..	..	Extract from <i>Australasian</i> , 24th August, 1929
143	..	..	Plan of Deagon
144	..	..	Minutes of certain meetings of Queensland Turf Club, 1915 and 1916. Racing Calendar for 1916
145	..	..	Table of Prize Moneys Eagle Farm and Albion Park, 1907–1928
146	..	..	<i>Daily Mail</i> , 27th July, 1928
147	..	..	Statment, Receipts and Expenditure, Race Meeting, Bundamba, 15th July, 1929
148	..	..	Scale of Nomination and Acceptance Fees, Kedron

APPENDIX B—continued.

EXHIBITS—continued.

No. of Exhibit.	Description.
149	Programme of Meeting, West Moreton District Amateur Race Club, 30th November, 1929
150	Letter, T. G. Jones to Chairman of Commission
150A	Copy, Certificate of Marriage—Jones to Louisa Nathan
151	Rules and Regulations, Brisbane Trotting Club. Rules of Trotting
152	Copy Minutes of General and Committee Meetings, Brisbane Trotting Club
153	Ledger and Receipt Books (10), Brisbane Trotting Club
154	List of Members taken from Members' Roll, Brisbane Trotting Club
155	Anti-gambling Manifesto issued by Queensland Council of Churches
156	Articles of Association, Downs and South-Western District Racing Association
157	Plan of Albion Park
158	Plan of Doomben
159	Copy, Correspondence, Cameron Brothers and Dash
160	Minute Book, Brisbane Amusements, Limited
161	Petition by seventy-seven Owners and Trainers
162	Statement <i>re</i> Prize Moneys, Kedron, 1925-1928
163	Deposit Slips for years 1923-4-5-6-7, Kedron. Also Receipt Book
164	Deposit Butts, Lawrence's Account
165	Petition by eighty-seven Owners and Trainers
166	Cash Book, Journal, and Ledger, Doomben
167	Minute Book, West Moreton District Amateur Race Club
168	Membership Roll, Brisbane Trotting Club, with original draft
169	List of Records showing Mr. Thynne's presence in Brisbane
170	Copy of Records of Committee of Queensland Turf Club
171	Copy Queensland Racing Calendar, 1929
172	Copy <i>Courier</i> , 27th July, 1928
173	Appendix A. Report of Select Committee, Victoria
174	Report of Royal Commission, Kedron
175	Copy Correspondence, Crown Solicitor and Brisbane Amateur Turf Club
176	Letter, Wren to Brisbane Amateur Turf Club <i>re</i> Doomben
177	Copy Correspondence, Kedron Amateur Racing Club and Vendors <i>re</i> reduction of Purchase Money
178	Agreement, Nathan and Wren and Rees, Macfarlane, and Ahern, 6th December, 1929, also Annexure Nathan and Wren and Trustees, Brisbane Amateur Turf Club
179	Copy Correspondence dealing with Exhibit 178
180	Minutes of Queensland Turf Club Meetings, 24th July, 1923, and 25th July, 1929, <i>re</i> Increase of Members
181	Agreement, Nathan and Wren with Rees and Bouchard, as Trustees for Kedron Amateur Racing Club, 5th February, 1930

APPENDIX C (i.).

(Exhibit No. 20.)

MEMORANDUM OF AN AGREEMENT made the Seventeenth day of April One thousand nine hundred and twenty-three between BENJAMIN NATHAN of "Ripponlea" Hotham Street Elsternwick in the State of Victoria in the Commonwealth of Australia Warehouseman and JOHN WREN of Studley Park Kew in the said State Gentleman (hereinafter called "the Vendors") of the one part and JAMES PARK MACFARLANE of Brisbane in the State of Queensland in the said Commonwealth of Australia Accountant and GEORGE REES of Brisbane aforesaid Accountant the Trustees of THE BRISBANE AMATEUR TURF CLUB (hereinafter called "the purchasers") of the other part:

APPENDIX C (i.)—*continued.*

Whereby it is agreed as follows :—

1. The vendors will sell and the purchasers will buy as from the first day of January One thousand nine hundred and twenty-three (from which date the purchasers shall take over and be responsible for all the liabilities of the vendors in connection with the business hereinafter mentioned existing on that date or subsequently incurred) for the respective sums set opposite the respective properties and assets :

- (a) The unencumbered fee-simple in possession of the hereditaments situated at Breakfast Creek near Brisbane in the said State of Queensland comprising allotment 12, subdivisions A, 17, 18, 26, 27, 28 and 60 to 62 of allotment 1, resubdivisions 13 to 18, 30 to 33, 41, 58 and 59 of subdivisions A and 1 of allotment 2, subdivisions B and 2 of part of allotment 3, subdivisions 1 to 6 and C of resubdivision 1 of subdivision 7 of section 1, resubdivision A of subdivisions 1 to 8 of section 2 and part of resubdivisions 21 and 22 of subdivision 19 of section 4 of allotment 3, resubdivision A of subdivision 1 of part of allotment 11 and subdivision 1 of resubdivision 2 of subdivision 2 and of subdivision 1 of allotment 11 of portion 1 situated in the Parish of Toombul and subdivision 43 of allotment 3 situate in the Parish of Enoggera containing thirty-nine acres twenty-four perches and sixty-two one-hundredths of a perch being part of the land described in Deeds of Grant Number 110015 and 110016 entered in the Register Book Volume 1512 Folios 25 and 26, for the sum of Forty-five Thousand Pounds,
- (b) The unencumbered fee-simple in possession of the hereditaments situated at Sandgate in the said State of Queensland comprising the racecourse reserve, portion 12, containing eighty-seven acres and twenty-two perches situated in the County of Stanley Parish of Nundah being the whole of the land described in Certificates of Title Numbers 201064 and 201065 Volume 1194 Folios 54 and 55 for the sum of Three Thousand Two Hundred Pounds,
- (c) All horses, drays, carts, rollers, harness, tools, machinery, plant, hoses, nozzles, chairs, seats, fixtures, fittings, furniture and effects belonging to the vendors, and now in about upon or used in connection with the said lands and premises and the offices of the vendors at Kent's Buildings, Adelaide Street Brisbane aforesaid for the sum of One Thousand Eight Hundred Pounds,
- (d) The goodwill of the business of horse racing carried on and conducted by the vendors together with the exclusive right to use names "Albion Park Jockey Club" and "Sandgate Jockey Club" and all other rights and privileges now used in connection with or appertaining to the said business and now or usually enjoyed therewith for the sum of Four Hundred Thousand Pounds.

2. The purchasers shall pay to the vendors in cash as a deposit the sum of Ten Thousand Pounds of the Purchase money and shall pay the residue of the purchase money as follows :—Forty-eight Thousand Pounds per annum payable by twelve monthly payments of Four Thousand Pounds each on the first day of each and every month in each year until the whole of the purchase money Four Hundred and Fifty Thousand Pounds shall have been paid the first of which monthly payments shall be made on the first day of May One thousand nine hundred and twenty-three. The purchasers shall have the right of paying to the vendors on any of the said monthly days for payment a sum of not less than Five Hundred Pounds in excess of the said sum of Four Thousand Pounds and may at any time pay off the balance of the purchase money remaining unpaid.

All moneys payable under or in pursuance of this agreement shall be paid to the credit of the vendors at the National Bank of Australasia Limited Melbourne aforesaid free to the vendors of exchange or other charges.

3. The freehold property is sold subject to any easement or easements existing thereon.

4. All rates taxes fire insurance premiums and other outgoings including State and Federal Land Tax at the rates charged to and payable by the vendors in respect of the properties sold shall be paid by the purchasers as and from the first day of January one thousand nine hundred and twenty-three and the same shall if necessary be apportioned between the vendors and the purchasers.

5. The purchasers shall whenever required by the vendors accept and take a transfer of the freehold property before mentioned and execute a mortgage thereon in such form and

APPENDIX C (i.)—*continued.*

containing such covenants conditions provisions and agreements as the vendor's Solicitors shall deem advisable to secure the payment to the vendors of the balance of purchase money and the purchasers shall pay all stamp duties fees and costs thereby occasioned.

6. The purchasers hereby agree to pay duly and punctually all taxes fees moneys charges and percentages levied or required to be paid to the Government of the State of Queensland or the Commonwealth of Australia under any Act of Parliament relating to horse racing wagering gaming entertainments or betting through the totalisator machine or otherwise and also all other fees moneys charges and percentages if any made payable in respect of the said racecourses and each of them on the said lands and hereby indemnify the vendors and each of them and their and his respective executors administrators and transferees against payment of the said taxes fees moneys charges percentages entertainment and betting taxes and each and every of them respectively.

7. Until the whole of the purchase moneys shall have been paid by the purchasers they shall insure and keep insured in an insurance company nominated by the vendors in the names of the vendors as unpaid vendors the whole of the insurable portion of the property hereby sold in such sum as the vendors may reasonably demand and shall forthwith as soon as received deliver all policies of fire insurance and renewal receipts therefor to the vendors.

8. While any money payable under this agreement remains unpaid the purchasers shall maintain hold repair and keep the whole of the premises including buildings out-buildings fences racing rails erections furniture machinery plant material and racing and training tracks lawns and gardens in good and sufficient repair order and condition and shall replace all such as may be worn out used up or lost with similar buildings out-buildings fences racing rails erections furniture machinery plant material racing and training tracks lawns and gardens and articles as often and when the same shall be necessary or required by the vendors and shall paint with two coats of oil paint of good quality and in proper and workmanlike manner all the wood iron and other work now or usually painted as often and whenever required by the vendors so to do And while any money payable under this agreement remains unpaid the purchasers shall not without the previous consent in writing of the vendors make any alterations or additions whatsoever in or to the property purchased or remove or alter any of the existing buildings or fixtures erected or now on the property.

9. The purchasers hereby expressly agree that while any money payable under this agreement remains unpaid they will at all proper times make all necessary applications for and will do all things necessary to obtain in each year the grant and renewal of all licenses permits and sanctions necessary in respect of the said racecourses and pay all fees necessary in respect thereof and further that they will properly hold carry on and conduct every race meeting for which sanction and authority can be obtained on the said racecourses and on no other lands or racecourses whatever whether the property of the purchasers or not AND FURTHER that the purchasers will while any money payable under this agreement remains unpaid make all applications and do all things necessary and use their best endeavours to procure from time to time registration under the Queensland Turf Club in respect of both the said Albion Park Racecourse and Sandgate Racecourse and will not conduct any race meeting on either of the said courses except under the registration of the rules of the Queensland Turf Club.

10. For a period of not less than five years from the first day of April One thousand nine hundred and twenty-three the purchasers shall employ the following members of the present staff of the said racecourses during good behaviour and at not less than their respective present salaries namely :

The Secretary	..	..	..	..	Otto Henry Hocker,
The Judge	..	..	..	..	Arthur Henry Grahame Drury,
The Handicapper	..	..	..	..	Frederick W. Deady, and
The Gardener	..	..	..	..	Paul Whelan,

and shall not during the said term without the consent in writing of the vendors dismiss any of them. The question of good behaviour shall be decided by the trustees and the said John Wren or his nominee.

11. This agreement shall be executed in triplicate and one of the originals thereof shall belong to each of the vendors and the other to the purchasers.

APPENDIX C (i.)—*continued*.

12. While any money payable under this agreement remains unpaid the purchasers hereby expressly agree with the vendors that they will not without the previous consent in writing of both vendors sell transfer or assign the contract set out in this agreement or any part thereof or any of their rights or interests thereunder or mortgage encumber let sublet or lease pledge charge part with or otherwise deal with the possession of the properties or assets contracted to be sold or any part thereof or of this agreement to any person or persons company or association whatsoever.

13. In the event of any of the said instalments not being duly and punctually paid upon the respective days hereinbefore fixed for payment thereof then at the option of the vendors and if and when such option shall be exercised by notice in writing interest shall be paid by the purchasers after the rate of Seven Pounds per centum per annum upon any and all such overdue instalments from the respective dates upon which the said respective instalments became payable until the same shall have been paid but without prejudice to the vendors' rights under clause 21 of this agreement.

14. The vendors are the registered proprietors as tenants in common of the said freehold lands and the said respective titles shall be produced to the purchasers or their Solicitor for inspection upon their making application for the same to the vendors' Solicitors within fourteen days from the date hereof and the purchasers shall within twenty-eight days from the day of signing or executing this agreement deliver to the vendors' Solicitors Messrs. O'Shea & O'Shea 43 Queen Street Brisbane aforesaid a statement in writing of all objections and requisitions (if any) to or upon the titles and all objections or requisitions not included in such statement shall be considered as absolutely waived and the purchasers shall (subject to any objection or requisition so delivered) be considered having accepted the title.

15. If the purchasers shall within the time aforesaid make any objection or requisition to or upon the title which the vendors shall be unable or unwilling or shall in their absolute discretion refuse to remove or comply with (which right of refusal the vendors absolutely reserve to themselves) the vendors may by notice in writing to the purchasers or their Solicitors annul the sale and the vendors shall within one week after giving such notice repay to the purchasers the whole amount of the purchase money which shall have been paid but without any interest costs or expenses of investigation of title or any other costs or expenses whatsoever.

16. Upon payment of the full amount of the purchase money and other moneys arising under this agreement or under any indemnity herein contained and any interest which may become due and payable hereunder the vendors will sign a proper transfer of the said lands to the purchasers. Such transfer shall be prepared by and at the cost of the purchasers who shall also pay all stamp duties fees costs and charges in respect thereof.

17. Up to the first day of January one thousand nine hundred and twenty-three all outgoings in respect of the said racecourses shall be defrayed by the vendors and from and after that date all outgoings including fire insurance premiums and Federal and State Land Taxes shall be defrayed by the purchasers as hereinbefore provided and all rents profits and outgoings shall be apportioned accordingly.

18. While any money payable under this agreement remains unpaid the vendors hereby expressly reserve to themselves their executors administrators and transferees the right of entry on any of the properties hereby contracted to be sold or any part thereof at all reasonable and convenient times in the day time for the purpose of inspecting the condition of the buildings out-buildings fences racing rails erections furniture machinery plant material and the racing and training tracks lawns and gardens thereon which right the purchasers hereby admit and in case the same or any of them shall be found in a condition in the opinion of the vendors inconsistent with the due performance of clause 8 hereof the vendors may by a written notice signed by one or both of them or their solicitor or agent and delivered at or posted to the purchasers at the office of the Brisbane Amateur Turf Club at Brisbane aforesaid require the purchasers to put maintain repair uphold and keep the whole of the said hereditaments and premises including buildings out-buildings fences racing rails erections furniture machinery plant material and racing and training tracks lawns and gardens in such particulars and wants of repair maintenance upholding and keeping in repair as shall be specified in such notice and as shall be necessary in the opinion of the vendors to put such premises into a condition consistent with the due performance of clause 8 hereof within one month after delivering or posting of such notice and the failure or partial failure of the purchasers to comply completely and effectively with the requirements of such notice within the time hereby limited shall be a breach of this agreement.

APPENDIX C (i.)—*continued.*

19. The purchasers hereby agree that while any money payable under this agreement remains unpaid they will not without the written consent of the vendors previously had and obtained reduce the nomination and acceptance fees for horses to be raced on the said racecourses or the fees charged to bookmakers operating thereon or the prices of admission charged to the public from those fees and prices now charged by the vendors.

20. The purchasers shall be deemed to hereby admit the identity of the said freehold lands and no objection or requisition shall be made or taken on the ground of any deficiency in measurement or area of the said lands.

21. If the purchasers shall fail to carry out observe and comply with or if the purchasers shall commit a breach of any of the provisions of this agreement or shall fail to pay duly and punctually all deposit moneys instalments of purchase money and any other moneys due or to become due and payable under this agreement or under any indemnity herein contained or if the said Brisbane Amateur Turf Club shall be wound up dissolved or become from any cause non-existent or if the purchasers shall be unable or unwilling or fail or neglect to carry on and conduct on the said racecourses and each of them the full number of race meetings for which authority can from time to time be obtained or without the previous consent in writing of the vendors or either of them conduct any race meeting having a programme of not less than six events unless prevented by inclemency of weather or other unavoidable circumstances or hold or attempt to hold any such meeting elsewhere than on the proper respective racecourses on which such meeting is authorised by the proper authority to be held or if the purchasers become unable to fulfil in every respect on their part the agreements and conditions hereby entered into and agreed to be performed and observed the vendors on the happening of any such event may by previous notice in writing signed by one or both of them or their solicitor or agent and delivered at or posted to the purchasers at the office in Brisbane aforesaid of the said Brisbane Amateur Turf Club absolutely rescind this contract and cancel the sale hereby made and all moneys paid by the purchasers hereunder shall be absolutely forfeited and belong to the vendors and the property hereby contracted to be sold shall after the service of such notice revert in and become the absolute property of the vendors without any liability to them to return any money or to pay any compensation whatsoever to the purchasers and it is expressly agreed that this condition is to be a continuing condition and remain in full force and effect notwithstanding the vendors' failure to observe or act upon any former breach of this agreement or any indulgence or extension of time they may have granted to the purchasers on the occasion of any former or earlier breach or breaches of this agreement and failure to pay any money due hereunder or under any indemnity herein contained.

22. Time shall in all respects be the essence of the contract.

23. This agreement and all moneys payable hereunder are expressly excluded from the provisions of any War Precautions (Moratorium) Regulations which may be in force or which may come into operation at any time while any moneys shall remain owing under this agreement.

24. The purchasers shall pay to the vendors all costs and expenses incurred or to be incurred by the vendors in connection with the negotiations for and the preparation completion and stamping of this agreement.

In witness whereof the parties hereto have hereunto set their hands the day and year first hereinbefore written.

Signed by the said Benjamin Nathan in the presence of	HERBERT W. AUSTIN.	} B. NATHAN

Signed by the said John Wren in the presence of	T. J. O'SHEA, Solicitor, Brisbane.	} JOHN WREN.

Signed by the said James Park Macfarlane in the presence of	GEO. STORER, Solicitor, Brisbane.	} JAS. P. MACFARLANE.

Signed by the said George Rees in the presence of	GEO. STORER.	} GEO. REES.

APPENDIX C (ii.).

(Exhibit No. 21.)

MEMORANDUM made the Seventeenth day of April One thousand nine hundred and twenty-three.

In the Matter of the contract of sale and purchase about to be made this day between BENJAMIN NATHAN and JOHN WREN the vendors of the one part and THE TRUSTEES OF THE BRISBANE AMATEUR TURF CLUB the purchasers of the other part Whereas for the consideration moneys to be provided for and the agreements and stipulations to be contained in the contract of sale and purchase and to be paid observed and performed by the purchasers the vendors agree to sell and the purchasers agree to purchase the Albion Park Racecourse and the Sandgate Racecourse and the buildings plant and goodwill thereof And whereas some doubts have been expressed as to the personal liability of the trustees and the individual members of the said Club in regard to the payment of the purchase money and the observance and performance by the purchasers of the agreements and stipulations about to be provided in the said contract Now it is this Day Expressly Agreed and Declared by the vendors and the purchasers that the whole of the liability for payment of the purchase money and the observance and performance of the agreements and stipulations to be contained in the said contract shall be binding on The Brisbane Amateur Turf Club in its capacity as a Club and on its property and assets or on its successors or permitted transferees And that neither the trustees nor any of the members of the Brisbane Amateur Turf Club shall be individually or personally liable for payment of the said purchase moneys or any part thereof or for the observance or performance of any of the agreements and stipulations therein to be contained And the said trustees and members are and each of them is hereby declared to be personally free from liability under or in respect of the said contract.

Signed by the said Benjamin Nathan in the
presence of

HERBERT W. AUSTIN.

B. NATHAN.

Signed by the said John Wren in the presence
of

T. J. O'SHEA,
Solicitor, Brisbane.

JOHN WREN.

Signed by Allen Martindale Oxlade Chairman
and George Macdonald Dash Secretary
for and on behalf of the Brisbane
Amateur Turf Club in the presence of

GEO. STORER,
Solicitor, Brisbane.

ALLEN M. OXLADE,
Chairman.
G. M. DASH,
Secretary.

APPENDIX C (iii.).

(Exhibit No. 178.)

MEMORANDUM OF AGREEMENT made the sixth day of December One thousand nine hundred and twenty-nine between BENJAMIN NATHAN and JOHN WREN (hereinafter called "the Vendors") of the first part JAMES PARK MACFARLANE and GEORGE REES as Trustees of The Brisbane Amateur Turf Club (hereinafter called "the Trustees") of the second part and TERENCE MORTIMER AHERN on behalf of himself and all Members of The Brisbane Amateur Turf Club of the third part Whereas the said James Park Macfarlane and George Rees have been duly appointed under the Rules of The Brisbane Amateur Turf Club as Trustees for the said Club to the intent and purpose that all the real and personal estate of the said club shall vest in them as such Trustees And whereas the said Terence Mortimer Ahern is the Chairman of the Committee of the said The Brisbane Amateur Turf Club duly appointed under the said rules and has been duly authorised by the Committee of the said The Brisbane Amateur Turf Club to execute these presents on behalf of himself and all other Members of the said Club And whereas by an Agreement bearing date the Seventeenth day of April One thousand nine hundred and twenty-three the said vendors agreed that neither the said Trustees nor the Members of The Brisbane Amateur Turf Club should be individually or personally liable for the payment of any purchase money agreed to be paid under a purchase Agreement between the said vendors and the said Trustees then about to be executed for the sale and purchase of Albion Park and Sandgate Racecourses or for the observance or performance of any of the agreements and stipulations to be contained in the said proposed purchase Agreement And whereas the said proposed purchase Agreement between the vendors and the said Trustees was thereafter duly executed and bears date the Seventeenth day of April One thousand nine hundred and twenty-three And whereas doubts have arisen as to the true intent and meaning of the two above mentioned Agreements And whereas the vendors and the said The Brisbane Amateur Turf

APPENDIX C (iii.)—*continued.*

Club are desirous of entering into a fresh Agreement varying the terms of the said Purchase Agreement of the Seventeenth day of April One thousand nine hundred and twenty-three for the sale and purchase of the said Albion Park and Sandgate Racecourses And whereas the said varying Agreement has been prepared and is attached hereto and marked "A" for identification And whereas the Members of the said Club and the said Trustees have refused to execute the said Agreement so marked "A" for identification except upon the terms of the prior execution by the vendors of this Agreement Now this Agreement Witnesseth that in consideration of the premises—

1. The vendors agree and it is hereby expressly declared that the said Agreement of the Seventeenth day of April One thousand nine hundred and twenty-three for the sale and purchase of the said Albion Park and Sandgate Racecourses and the proposed Agreement marked "A" for identification and any future agreement varying either of such Agreements and each and all of such Agreements shall in no case extend or be deemed or construed to extend to charge or render liable the said James Park Macfarlane and George Rees or either of them as such Trustees or Trustee or all or any of the Members of the said The Brisbane Amateur Turf Club to any claim or demand whatsoever in respect of the payment of any monies whether purchase monies or interest or otherwise made payable under the said agreements or any of them or in respect of the non-observance or non-performance of the agreements and stipulations in the said Purchase Agreement of Seventeenth day of April One thousand nine hundred and twenty-three or the said proposed varying agreement marked "A" for identification or any future varying agreement beyond the amount of their or his interest as such Trustees or Trustee, Member or Members in the assets of the said The Brisbane Amateur Turf Club but that the assets and effects of the said The Brisbane Amateur Turf Club shall alone be chargeable and liable to answer all claims and demands under and by virtue of the said Purchase Agreement of Seventeenth day of April One thousand nine hundred and twenty-three and/or the said proposed varying agreement marked "A" for identification and/or any further agreement varying the terms of either of the said agreements.

2. The said Terence Mortimer Ahern for and on behalf of himself and all other members of the said The Brisbane Amateur Turf Club agrees that the Committee of the said Club will direct the said Trustees immediately upon the execution of these presents to execute the said varying Agreement marked "A" for identification and the said Trustees agree that they will immediately upon such direction duly execute the said varying Agreement marked "A" for identification.

3. The said Terence Mortimer Ahern for and on behalf of himself and all members of the said The Brisbane Amateur Turf Club agrees that The Brisbane Amateur Turf Club will pay the costs of the vendors of and incidental to the preparation and execution of these presents.

In Witness Whereof the parties hereto have hereunto set their hands on the day and year first hereinbefore written.

Signed by the said Benjamin Nathan in the presence of	}	B. NATHAN.
W. G. HISCOCK, J.P.		
Signed by the said John Wren in the presence of	}	JOHN WREN.
M. CLARKE, Typiste		
27 Swanston St. Melbourne.		
Signed by the said James Park Macfarlane in the presence of	}	JAS. P. MACFARLANE.
DANIEL J. O'MARA, Solicitor, Brisbane.		
Signed by the said George Rees in the presence of	}	GEO. REES.
DANIEL J. O'MARA, Solicitor, Brisbane.		
Signed by the said Terence Mortimer Ahern in the presence of	}	T. M. AHERN.
J. P. FINNEY, Articled Clerk, Brisbane.		

APPENDIX C (iii.)—continued.

“A.”

MEMORANDUM OF AGREEMENT made this sixth day of December One thousand nine hundred and twenty-nine between BENJAMIN NATHAN of “Ripponlea” Hotham Street Elsternwick in the State of Victoria Warehouseman and JOHN WREN of Studley Park Kew in the said State Gentleman (hereinafter called “the Vendors”) of the one part and JAMES PARK MACFARLANE of Brisbane in the State of Queensland Accountant and GEORGE REES of Brisbane aforesaid Accountant the Trustees of Brisbane Amateur Turf Club (hereinafter called “the Purchaser”) of the other part) Whereas by an agreement in writing bearing date the Seventeenth day of April One thousand nine hundred and twenty-three and made between the vendors of the one part and the purchasers of the other part the vendors agreed to sell to the purchasers and the purchasers agreed to purchase from the vendors as from the first day of January One thousand nine hundred and twenty-three—

- (a) The unencumbered fee-simple in possession of the hereditaments situated at Breakfast Creek near Brisbane in the said State of Queensland comprising allotment 12 of subdivisions A17 18 26 27 28 and 60 to 62 of allotment 1 resubdivisions 13 to 18 30 to 33 41 58 and 59 of subdivisions A and 1 of allotment 2 subdivision B and 2 of part of allotment 3 subdivisions 1 to 6 and C of resubdivision 1 of subdivision 7 of section 1 resubdivision A of subdivisions 1 to 8 of section 2 and part of resubdivisions 21 and 22 of subdivision 19 of section 4 of allotment 3 resubdivision A of subdivision 1 of part of allotment 11 and subdivision 1 of resubdivision 2 of subdivision 2 and of subdivision 1 of allotment 11 of portion 1 situated in the parish of Toombul and subdivision 43 of allotment 3 situated in the parish of Enoggera containing thirty-nine acres twenty-four perches and sixty-two one-hundredths of a perch being part of the land described in the Deeds of Grant Number 110015 and 110016 entered in the Register Book Volume 1512 folios 25 and 26 for the sum of Forty-five thousand pounds.
- (b) The unencumbered fee-simple in possession of the hereditaments situated at Sandgate in the said State of Queensland comprising the racecourse reserve portion 12 containing eighty-seven acres and twenty-two perches situated in the county of Stanley parish of Nundah being the whole of the land described in Certificates of Title Numbers 201064 and 201065 Volume 1194 folios 54 and 55 for the sum of Three Thousand Two Hundred Pounds.
- (c) All horses drays carts rollers harness tools machinery plant horses nozzles chairs seats fixtures fittings furniture and effects belonging to the vendors and now in about upon or used in connection with the said lands and premises and the offices of the vendors at Kent’s Buildings Adelaide Street Brisbane aforesaid for the sum of One Thousand Eight Hundred Pounds.
- (d) The goodwill of the business of horse racing carried on and conducted by the vendors together with the exclusive right to use names “Albion Park Jockey Club” and “Sandgate Jockey Club” and all other rights and privileges now used in connection with or appertaining to the said business and now or usually enjoyed therewith for the sum of Four Hundred Thousand Pounds.

And whereas the purchasers have from time to time made certain payments to the vendors on account of the purchase monies payable under the said recited agreement of the Seventeenth day of April One thousand nine hundred and twenty-three but have not paid to the vendors the full amount of the annual instalments of purchase money as provided thereby And whereas under the said recited agreement the purchasers agreed to pay to the vendors annual payments of Forty-eight Thousand Pounds each payable by monthly instalments of Four Thousand Pounds each in reduction of the balance of purchase money due by the purchasers to the vendors And whereas the purchasers have by reason of unforeseen circumstances found themselves unable to pay to the vendors the full amount of the annual instalments agreed to be paid by them to the vendors under the said recited agreement of the Seventeenth day of April One thousand nine hundred and twenty-three and have applied to and requested the vendors to reduce the annual instalments payable thereunder And whereas the vendors have agreed to reduce the annual instalments payable under the said recited agreement to Twenty-four Thousand Pounds payable by equal monthly instalments of Two Thousand Pounds each on the first day of each month as from the thirty-first day of December One thousand nine hundred and twenty-nine And whereas the purchasers have agreed to pay to the vendors the said annual sum of Twenty-four Thousand Pounds payable by equal monthly instalments of Two Thousand Pounds each at the times and in the manner required by the vendors and to pay the whole of the purchase money on or before the first day of March One thousand nine hundred and forty And whereas under clause 13 of the said recited agreement of the Seventeenth day of April One thousand nine hundred and twenty-three the vendors had an option upon the terms in

APPENDIX C (iii.)—continued.

“A.”—continued.

the said clause appearing to charge interest on all overdue instalments of purchase money at the rate of Seven Pounds per centum per annum from the due date thereof And whereas the vendors have not exercised the said option and have agreed to relinquish and abandon their right to the exercise thereof in respect of any instalments which have or shall become due under the said agreement up to and including the Thirty-first day of December One thousand nine hundred and twenty-nine And whereas the vendors have agreed to accept interest at and after the rate of Seven Per Cent. on all overdue instalments of purchase money payable after the Thirty-first day of December One thousand nine hundred and twenty-nine as provided by these presents which concession the vendors have agreed to make Now in consideration of the premises This Agreement Witnesseth as follows :—

1. In lieu of the annual sum of Forty-eight Thousand Pounds payable by monthly instalments of Four Thousand Pounds as provided by clause 2 of the said recited agreement of the Seventeenth day of April One thousand nine hundred and twenty-three being instalments on account of the balance of purchase money due and owing by the purchasers to the vendors the vendors shall accept from the purchasers and the purchasers shall pay to the vendors on account of the balance of the said purchase money as from the thirty-first day of December One thousand nine hundred and twenty-nine equal annual instalments of Twenty-four Thousand Pounds payable by equal monthly instalments of Two Thousand Pounds on the first day of each and every month the first payment whereof shall be due and payable on the first day of January One thousand nine hundred and thirty.

2. The purchasers shall pay to the vendors on or before the First day of March One thousand nine hundred and forty the whole of the purchase moneys then remaining due and owing by the purchasers to the vendors under the agreement of Seventeenth day of April One thousand nine hundred and twenty-three and this agreement and shall also pay to the said vendors on or before the said First day of March One thousand nine hundred and forty all amounts due for interest by the purchasers to the vendors under the terms of this agreement.

3. The purchasers shall on demand pay to the vendors interest at the rate of Seven Pounds per centum per annum on all overdue instalments of purchase money or any part thereof that shall become due after the Thirty-first day of December One thousand nine hundred and twenty-nine and such interest shall be calculated and payable from the due date for payment of such instalments until the date of payment but without prejudice to the vendors' rights under clause 21 of the said recited agreement of the Seventeenth day of April One thousand nine hundred and twenty-three and this agreement.

4. The vendors hereby abandon and relinquish *for all time* the right to charge any interest under the said recited agreement of the Seventeenth day of April One thousand nine hundred and twenty-three *on any instalments which have or shall become due* up to and including the Thirty-first day of December One thousand nine hundred and twenty-nine but thereafter the provision of clause three hereof shall come into effect.

5. It is hereby expressly agreed and declared by and between the parties hereto that except as herein modified and/or amended the provisions conditions and agreements contained in the said recited agreement of the Seventeenth day of April One thousand nine hundred and twenty-three shall remain in full force and effect.

6. The purchasers shall pay to the vendors all costs and expenses of and incidental to the preparation completion and stamping of this Agreement.

In Witness Whereof the parties hereto have hereunto set their hands the day and year first hereinbefore written.

Signed by the said Benjamin Nathan in the presence of
W. G. HISCOCK, J.P.

B. NATHAN.

Signed by the said John Wren in the presence of
M. CLARKE, Typiste,
27 Swanston St.,
Melbourne.

JOHN WREN.

Signed by the said James Park Macfarlane in the presence of
DANIEL J. O'MARA,
Solicitor,
Brisbane.

JAS. P. MACFARLANE.

Signed by the said George Rees in the presence of
DANIEL J. O'MARA,
Solicitor,
Brisbane.

GEO. REES.

T.M.A. D.J.O.M.
B.N. M.C. J.P.F.
J.P.M. J.W. G.R.
W.H.
T.M.A. D.J.O.M.
B.N. M.C. J.P.F.
J.P.M. J.W. G.R.
W.H.
[Initials to alterations (in italics) in documents.]

APPENDIX C (iii.)—*continued.*“A.”—*continued.*

This is the varying Agreement marked “A” for identification purposes mentioned and referred to in the annexed Agreement made between Benjamin Nathan and John Wren of the first part James Park Macfarlane and George Rees of the second part and Terence Mortimer Ahern of the third part and bearing date the Sixth day of December One Thousand Nine Hundred and Twenty-nine.

Signed by the said Benjamin Nathan in the presence of W. G. HISCOCK, J.P.	}	B. NATHAN.
Signed by the said John Wren in the presence of M. CLARKE Typiste 27 Swanston St. Melbourne.	}	JOHN WREN.
Signed by the said James Park Macfarlane in the presence of DANIEL J. O'MARA, Solicitor, Brisbane.	}	JAS. P. MACFARLANE.
Signed by the said George Rees in the presence of DANIEL J. O'MARA, Solicitor, Brisbane.	}	GEO. REES.
Signed by the said Terence Mortimer Ahern in the presence of J. P. FINNEY, Articled Clerk, Brisbane.	}	T. M. AHERN.

APPENDIX C (iv.).

(Exhibit No. 23).

MEMORANDUM OF AGREEMENT made the Twenty-fourth day of August One thousand nine hundred and twenty-three between BENJAMIN NATHAN of “Ripponlea” Hotham Street Elsternwick in the State of Victoria in the Commonwealth of Australia Warehouseman and JOHN WREN of Studley Park Kew in the said State Gentleman (hereinafter called “the Vendors”) of the one part and THOMAS WILLIAM BOUCHARD of Brisbane in the State of Queensland in the said Commonwealth of Australia Solicitor and GEORGE REES of Brisbane aforesaid Accountant the Trustees of KEDRON AMATEUR RACING CLUB (hereinafter called “the Purchasers”) of the other part whereby it is agreed as follows:—

1. The vendors will sell and the purchasers will buy as from the first day of July One thousand nine hundred and twenty-three (from which date the purchasers shall take over and be responsible for all the liabilities of the vendors in connection with the business hereinafter mentioned existing on that date or subsequently incurred) for the respective sums set opposite the respective property and assets:

- (a) The unencumbered fee-simple in possession of the hereditaments situate at Kedron near Brisbane aforesaid being subdivision 1 of resubdivision 2 of subdivision 1 of resubdivision 1 of subdivision 1 and subdivision 1 of resubdivision 221 of subdivision A of portions 196 and 200 situated in the County of Stanley Parish of Enoggera containing thirty-two acres three roods twenty-nine perches and half a perch and being the whole of the land described in Certificate of Title No. 265091 Register Book Volume 1484 Folio 81 for the sum of Nineteen Thousand Five Hundred Pounds.
- (b) The unencumbered fee-simple in possession of the hereditaments situate at Kedron aforesaid being subdivision 1 of portion 4 County of Stanley Parish of Kedron containing three roods ten perches and being the whole of the land described in Certificate of Title No. 196418 Register Book Volume 1170 Folio 158 for the sum of Five Hundred Pounds.

APPENDIX C (iv.)—*continued.*

(c) All horses drays carts rollers harness tools machinery plant hoses nozzles chairs seats fixtures fittings furniture and effects belonging to the vendors and now in about upon or used in connection with the said lands and premises and the offices of the vendors at Edward Street Brisbane aforesaid for the sum of One Thousand Pounds.

(d) The goodwill of the business of horse racing carried on and conducted by the vendors together with the exclusive right to use the name Kedron Park Racing Club and all other rights and privileges now used in connection with or appertaining to the said business and now or usually enjoyed therewith for the sum of Two Hundred and Twenty-nine Thousand Pounds.

2. The purchasers shall pay to the vendors in cash as a deposit the sum of One Thousand Pounds of the purchase money and shall pay a further sum of Ten Thousand Pounds of the purchase money by twelve monthly payments of Eight Hundred and Thirty-three Pounds Six Shillings and Eight Pence the first of such payments to be made on the first day of October One thousand nine hundred and twenty-three and the residue of the purchase money as follows :—Twenty Thousand Pounds per annum payable by twelve monthly payments of One Thousand Six Hundred and Sixty-six Pounds Thirteen Shillings and Four Pence each on the first day of each and every month in each year until the whole of the purchase money—Two Hundred and Fifty Thousand Pounds shall have been paid the first of such lastmentioned monthly payments to be made on the First day of October One thousand nine hundred and twenty-four. The purchasers shall have the right of paying to the vendors on any of the said monthly days for payment a sum of not less than Five Hundred Pounds in excess of the said sum of Eight Hundred and Thirty-three Pounds Six Shillings and Eight Pence or one Thousand Six Hundred and Sixty-six Pounds Thirteen Shillings and Four Pence and may at any time pay off the balance of the purchase money remaining unpaid. All moneys payable under or in pursuance of this agreement shall be paid to the credit of the vendors at the National Bank of Australasia Limited Melbourne aforesaid or to such other Bank in Melbourne aforesaid as the vendors may from time to time appoint free to the vendors of exchange or other charges.

3. The freehold property is sold subject to any easement or easements existing thereon.

4. All rates taxes fire insurance premiums and other outgoings including State and Federal land tax at the rates charged to and payable by the vendors in respect of the properties sold shall be paid by the purchasers as and from the first day of July One thousand nine hundred and twenty-three and the same shall if necessary be apportioned between the vendors and the purchasers.

5. The purchasers shall whenever required by the vendors accept and take a transfer of the freehold property before mentioned and execute a mortgage thereon in such form and containing such covenants conditions provisions and agreements as the vendors' solicitors shall deem advisable to secure the payment to the vendors of the balance of purchase money and the purchasers shall pay all stamp duties fees and costs thereby occasioned.

6. The purchasers hereby agree to pay duly and punctually all taxes fees moneys charges and percentages levied or required to be paid to the Government of the State of Queensland or the Commonwealth of Australia under any Act of Parliament relating to horse racing wagering gaming entertainments or betting through the totalisator machine or otherwise and also all other fees moneys charges and percentages if any made payable in respect of the said racecourse on the said lands and hereby indemnify the vendors and each of them and their and his respective executors administrators and transferees against payment of the said taxes fees moneys charges percentages entertainment and betting taxes and each and every of them respectively.

7. Until the whole of the purchase moneys shall have been paid by the purchasers they shall insure and keep insured in an insurance company nominated by the vendors in the names of the vendors as unpaid vendors the whole of the insurable portion of the property hereby sold in such sum as the vendors may reasonably demand and shall forthwith as soon as received deliver all policies of fire insurance and renewal receipts therefor to the vendors.

8. While any money payable under this agreement remains unpaid the purchasers shall maintain hold repair and keep the whole of the premises including buildings out-buildings fences racing rails erections furniture machinery plant material and racing and training tracks lawns and gardens in good and sufficient repair order and condition and shall replace all such as may be worn out used up or lost with similar buildings out-buildings fences racing rails erections furniture machinery plant material racing and training tracks

APPENDIX C (iv.)—*continued.*

lawns and gardens and articles as often and when the same shall be necessary or required by the vendors and shall paint with two coats of oil paint of good quality and in proper and workmanlike manner all the wood iron and other work now or usually painted as often and whenever required by the vendors so to do. And while any money payable under this agreement remains unpaid the purchasers shall not without the previous consent in writing of the vendors make any alterations or additions whatsoever in or to the property purchased or remove or alter any of the existing buildings or fixtures erected or now on the property.

9. The purchasers hereby expressly agree that while any money payable under this agreement remains unpaid they will at all proper times make all necessary applications for and will do all things necessary to obtain in each year the grant and renewal of all licenses permits and sanctions necessary in respect of the said racecourse and will pay all fees necessary in respect thereof and will properly hold carry on and conduct every race meeting for which sanction and authority if required can be obtained on the said racecourse and on no other land or racecourse whatever whether the property of the purchasers or not.

10. The vendors shall while any money payable under this agreement remains unpaid have the right should they think fit so to do to employ or nominate the officials and staff necessary for the purpose of carrying on the said racecourse and the purchasers shall not while any money remains payable hereunder without the consent in writing of the vendors dismiss any of such officials or staff.

11. This agreement shall be executed in triplicate and one of the originals thereof shall belong to each of the vendors and the other to the purchasers.

12. While any money payable under this agreement remains unpaid the purchasers hereby expressly agree with the vendors that they will not without the previous consent in writing of both vendors sell transfer or assign the contract set out in this agreement or any part thereof or any of their rights or interests thereunder or mortgage encumber let sublet or lease pledge charge part with or otherwise deal with the possession of the properties or assets contracted to be sold or any part thereof or of this agreement to any person or persons company or association whatsoever.

13. In the event of any of the said instalments not being duly and punctually paid upon the respective days hereinbefore fixed for payment thereof then at the option of the vendors and if and when such option shall be exercised by notice in writing interest shall be paid by the purchasers after the rate of Seven Pounds per centum per annum upon any and all such overdue instalments from the respective dates upon which the said respective instalments became payable until the same shall have been paid but without prejudice to the vendors' rights under clause 21 of this agreement.

14. The vendors are the registered proprietors as tenants in common of the said freehold lands and the said respective titles shall be produced to the purchasers or their solicitor for inspection upon their making application for the same to the vendors' solicitors within fourteen days from the date hereof and the purchasers shall within twenty-eight days from the day of signing or executing this agreement deliver to the vendors' solicitors Messrs. O'Shea & O'Shea 43 Queen Street Brisbane aforesaid a statement in writing of all objections and requisitions (if any) to or upon the titles and all objections or requisitions not included in such statement shall be considered as absolutely waived and the purchasers shall (subject to any objection or requisition so delivered) be considered as having accepted the title.

15. If the purchasers shall within the time aforesaid make any objection or requisition to or upon the title which the vendors shall be unable or unwilling or shall in their absolute discretion refuse to remove or comply with (which right of refusal the vendors absolutely reserve to themselves) the vendors may by notice in writing to the purchasers or their solicitors annul the sale and the vendors shall within one week after giving such notice repay to the purchasers the whole amount of the purchase money which shall have been paid but without any interest costs or expenses of investigation of title or any other costs or expenses whatsoever.

16. Upon payment of the full amount of the purchase money and other moneys arising under this agreement or under any indemnity herein contained and any interest which may become due and payable hereunder the vendors will sign a proper transfer of the said lands to the purchasers. Such transfer shall be prepared by and at the cost of the purchasers who shall also pay all stamp duties fees costs and charges in respect thereof.

APPENDIX C (iv.)—*continued.*

17. Up to the first day of July One thousand nine hundred and twenty-three all outgoing in respect of the said racecourse shall be defrayed by the vendors and from and after that date all outgoing including fire insurance premiums and Federal and State land taxes shall be defrayed by the purchasers as hereinbefore provided and all rents profits and outgoing shall be apportioned accordingly.

18. While any money payable under this agreement remains unpaid the vendors hereby expressly reserve to themselves their executors administrators and transferees the right of entry on any of the properties hereby contracted to be sold or any part thereof at all reasonable and convenient times in the day time for the purpose of inspecting the condition of the buildings out-buildings fences racing rails erections furniture machinery plant material and the racing and training tracks lawns and gardens thereon which right the purchasers hereby admit and in case the same or any of them shall be found in a condition in the opinion of the vendors inconsistent with the due performance of clause 8 hereof the vendors may by a written notice signed by one or both of them or their solicitors or agent and delivered at or posted to the purchasers at the office of the Kedron Amateur Racing Club at Brisbane aforesaid require the purchasers to put maintain repair uphold and keep the whole of the said hereditaments and premises including buildings out-buildings fences racing rails erections furniture machinery plant material and racing and training tracks lawns and gardens in such particulars and wants of repair maintenance upholding and keeping in repair as shall be specified in such notice and as shall be necessary in the opinion of the vendors to put such premises into a condition consistent with the due performance of clause 8 hereof within one month after delivering or posting of such notice and the failure or partial failure of the purchasers to comply completely and effectively with the requirements of such notice within the time hereby limited shall be a breach of this agreement.

19. The purchasers hereby agree that while any money payable under this agreement remains unpaid they will not without the written consent of the vendors previously had and obtained reduce the nomination and acceptance fees for horses to be raced on the said racecourse or the fees charged to bookmakers operating thereon or the prices of admission charged to the public from those fees and prices now charged by the vendors.

20. The purchasers shall be deemed to hereby admit the identity of the said freehold lands and no objection or requisition shall be made or taken on the ground of any deficiency in measurement or area of the said lands.

21. If the purchasers shall fail to carry out observe and comply with or if the purchasers shall commit a breach of any of the provisions of this agreement or shall fail to pay duly and punctually all deposit moneys instalments of purchase money and any other moneys due or to become due and payable under this agreement or under any indemnity herein contained or if the said Kedron Amateur Racing Club shall be wound up dissolved or become from any cause non-existent or if the purchasers shall be unable or unwilling or fail or neglect to carry on and conduct on the said racecourse the full number of race meetings for which authority can from time to time be obtained or without the previous consent in writing of the vendors or either of them conduct any race meeting having a programme of not less than six events unless prevented by inclemency of weather or other unavoidable circumstances or hold or attempt to hold any such meeting elsewhere than on the proper racecourse on which such meeting is authorised by the proper authority to be held or if the purchasers become unable to fulfil in every respect on their part the agreement and conditions hereby entered into and agreed to be performed and observed the vendors on the happening of any such event may by previous notice in writing signed by one or both of them or their solicitors or agent and delivered at or posted to the purchasers at the office in Brisbane aforesaid of the said Kedron Amateur Racing Club absolutely rescind this contract and cancel the sale hereby made and all moneys paid by the purchasers hereunder shall be absolutely forfeited and belong to the vendors and the property hereby contracted to be sold shall after the service of such notice revert in and become the absolute property of the vendors without any liability to them to return any money or to pay any compensation whatsoever to the purchasers and it is expressly agreed that this condition is to be a continuing condition and remain in full force and effect notwithstanding the vendors' failure to observe or act upon any former breach of this agreement or any indulgence or extension of time they may have granted to the purchasers on the occasion of any former or earlier breach or breaches of this agreement and failure to pay any money due hereunder or under any indemnity herein contained.

APPENDIX C (iv.)—*continued.*

22. Time shall in all respects be the essence of the contract.

23. This agreement and all moneys payable hereunder are expressly excluded from the provisions of any War Precautions (Moratorium) Regulations which may be in force or which may come into operation at any time while any moneys shall remain owing under this agreement.

24. The purchasers shall pay to the vendors all costs and expenses incurred or to be incurred by the vendors in connection with the negotiations for and the preparation completion and stamping of this agreement.

In witness whereof the parties hereto have hereunto set their hands the day and year first hereinbefore written.

Signed by the said Benjamin Nathan in the
presence of
B. F. LANE
104 Exhibition Street
Melbourne.

BENJAMIN NATHAN
by his Attorneys
ROBERT NATHAN.
HERBERT W. AUSTIN.

Signed by the said John Wren in the presence
of
P. J. O'SHEA
Solicitor, Brisbane.

JOHN WREN.

Signed by the said Thomas William Bouchard
in the presence of
P. J. O'SHEA.

THOS. WM. BOUCHARD.

Signed by the said George Rees in the presence
of
P. J. O'SHEA.

GEO. REES.

APPENDIX C (v.).

(Exhibit No. 23A.)

MEMORANDUM OF AGREEMENT made the Twenty-fourth day of August One thousand nine hundred and twenty-three between BENJAMIN NATHAN of "Ripponlea" Hotham Street Elsternwick in the State of Victoria in the Commonwealth of Australia Warehouseman and JOHN WREN of Studley Park Kew in the said State Gentleman (hereinafter called "the Vendors") of the one part and THOMAS WILLIAM BOUCHARD of Brisbane in the State of Queensland in the said Commonwealth of Australia Solicitor and GEORGE REES of Brisbane aforesaid Accountant the Trustees of KEDRON AMATEUR RACING CLUB (hereinafter called "the Purchasers") of the other part Whereas by Memorandum of Agreement in writing bearing date the twenty-fourth day of August One thousand nine hundred and twenty-three and made between the vendors of the one part and the purchasers of the other part the vendors sold and the purchasers purchased the lands and hereditaments therein described together with the business of horse racing and all the personal property therein mentioned for the consideration therein provided and subject to the agreements and stipulations therein contained And whereas doubts have arisen as to the nature and extent of the personal property and business thereby sold and purchased or intended so to be Now therefore this Agreement which is to be deemed to be and shall be collateral with the before recited Agreement and shall be deemed to be and shall be incorporated with and read therewith witnesseth that the business so sold and transferred or intended to be sold and transferred therewith and hereby is the whole of the goodwill of the business of horse racing up to the first day of July One thousand nine hundred and twenty-three carried on by the vendors and everything in connection with or relating thereto on the Kedron Park Racecourse (and no other) and all plant furniture chattels and effects thereon and on the first day of July One thousand nine hundred and twenty-three the property of the vendors and all the furniture and effects of every kind belonging to the vendors at the office of the vendors at Edward Street Brisbane aforesaid.

APPENDIX C (v.)—*continued.*

In Witness Whereof the parties hereto have hereunto set their hands the day and year first hereinbefore written.

Signed by the said Benjamin Nathan	}	BENJAMIN NATHAM
P. T. LANE,		by his Attorneys
104 Exhibition St., Melbourne.		ROBERT NATHAN. HERBERT W. AUSTIN.
Signed by the said John Wren in the presence of	}	JOHN WREN.
P. J. O'SHEA,		
Solicitor, Brisbane.		
Signed by the said Thomas William Bouchard in the presence of	}	THOS. WM. BOUCHARD.
P. J. O'SHEA.		
Signed by the said George Rees in the presence of	}	GEO. REES.
P. J. O'SHEA.		

APPENDIX C (vi.).

(Exhibit No. 23B.)

MEMORANDUM made the Twenty-fourth day of August One thousand nine hundred and twenty-three.

In the Matter of the contract of sale and purchase about to be made this day between BENJAMIN NATHAN and JOHN WREN the vendors of the one part and the TRUSTEES of KEDRON AMATEUR RACING CLUB the purchasers of the other part Whereas for the consideration moneys to be provided for and the agreements and stipulations to be contained in the contract of sale and purchase and to be paid observed and performed by the purchasers the vendors agree to sell and the purchasers agree to purchase the Kedron Park Racecourse and the buildings plant and goodwill thereof And whereas some doubts have been expressed as to the personal liability of the trustees and the individual members of the said Club in regard to the payment of the purchase money and the observance and performance by the purchasers of the agreements and stipulations about to be provided in the said contract.

Now it is hereby expressly Agreed and Declared by the vendors and the purchasers that the whole of the liability for payment of the purchase money and the observance and performance of the agreements and stipulations to be contained in the said contract shall be binding on the Kedron Amateur Racing Club in its capacity as a Club and on its property and assets or on its successors or permitted transferees and that neither the trustees nor any of the members of the Kedron Amateur Racing Club shall be individually or personally liable for payment of the said purchase money or any part thereof or for the observance or performance of any of the agreements and stipulations therein to be contained And the said trustees and members are and each of them is hereby declared to be personally free from liability under or in respect of the said Contract.

Signed by the said Benjamin Nathan in the presence of	}	BENJAMIN NATHAN
P. T. LANE,		by his Attorneys
104 Exhibition St., Melbourne.		ROBERT NATHAN. HERBERT W. AUSTIN.
Signed by the said John Wren in the presence of	}	JOHN WREN.
P. J. O'SHEA,		
Solicitor, Brisbane.		
Signed by John Edward Burke and Edward James Lawrence for and on behalf of Kedron Amateur Racing Club in the presence of	}	JOHN ED. BURKE, Chairman.
THOS. WM. BOUCHARD,		E. J. LAWRENCE,
Solicitor, Brisbane.		Secretary.

APPENDIX C (vii.).

(Exhibit No. 181.)

"A"

MEMORANDUM OF AGREEMENT made this Fifth day of February One thousand nine hundred and thirty between BENJAMIN NATHAN of "Ripponlea" Hotham Street Elsternwick in the State of Victoria in the Commonwealth of Australia Warehouseman and JOHN WREN of Studley Park Kew in the said State Gentleman (hereinafter called "the Vendors") of the one part and THOMAS WILLIAM BOUCHARD of Brisbane in the State of Queensland in the said Commonwealth Solicitor and GEORGE REES of Brisbane aforesaid Accountant the Trustees of KEDRON AMATEUR RACING CLUB (hereinafter called "the Purchasers") of the other part Whereas by an agreement in writing bearing date the twenty-fourth day of August One thousand nine hundred and twenty-three and made between the vendors of the one part and the purchasers of the other part (hereinafter referred to as "the principal agreement") the vendors agreed to sell to the purchasers and the purchasers agreed to purchase from the vendors as from the first day of July One thousand nine hundred and twenty-three—

- (a) The unencumbered fee-simple in possession of the hereditaments situate at Kedron near Brisbane aforesaid being subdivision 1 of resubdivision 2 of subdivision 1 of resubdivision 1 of subdivision 1 and subdivision 1 of resubdivision 221 of subdivision A of portions 196 and 200 situated in the County of Stanley Parish of Enoggera containing thirty-two acres three roods twenty-nine perches and half a perch and being the whole of the land described in Certificate of Title No. 265091 Register Book Volume 1484 folio 81 for the sum of Nineteen thousand five hundred pounds.
- (b) The unencumbered fee-simple in possession of the hereditaments situate at Kedron aforesaid being subdivision 1 of portion 4 County of Stanley Parish of Kedron containing three roods ten perches and being the whole of the land described in Certificate of Title No. 196418 Volume 1170 folio 158 for the sum of Five hundred pounds.
- (c) All horses drays carts rollers harness tools machinery plant hoses nozzles chairs seats fixtures fittings furniture and effects belonging to the vendors and now in about upon or used in connection with the said lands and premises and the offices of the vendors at Edward Street Brisbane aforesaid for the sum of One thousand pounds.
- (d) The goodwill of the business of horse racing carried on and conducted by the vendors together with the exclusive right to use the name Kedron Park Racing Club and all other rights and privileges now used in connection with or appertaining to the said business and now or usually enjoyed therewith for the sum of Two hundred and twenty-nine thousand pounds.

And whereas the purchasers have from time to time made certain payments to the vendors on account of the purchase moneys payable under the said principal agreement but have not paid to the vendors the full amount of the annual instalments of purchase money as provided thereby And whereas under the said principal agreement the purchasers agreed to pay to the vendors the sum of Ten thousand pounds part of the purchase money by twelve monthly payments of Eight hundred and thirty-three pounds six shillings and eight pence as therein mentioned and the residue of the purchase money by annual payments of Twenty thousand pounds each payable by monthly instalments of One thousand six hundred and sixty-six pounds thirteen shillings and four pence as therein mentioned until the whole of the purchase money owing by the purchasers to the vendors shall have been paid And whereas the purchasers have owing to unforeseen circumstances found themselves unable to pay to the vendors the full amount of the annual instalments agreed to be paid by them to the vendors under the said principal agreement and believe that they will be unable to pay to the vendors the full purchase price of Two hundred and fifty thousand pounds mentioned in the said principal agreement And whereas the purchasers have applied to and requested the vendors to reduce the said total purchase money to the sum of Two hundred thousand pounds and also to reduce the annual instalments payable under the said principal agreement in the manner hereinafter provided And whereas the vendors have agreed to reduce the said total purchase money to the sum of Two hundred thousand pounds and also to reduce the annual instalments payable under the said recited agreement for and during the period of ten years from the first day of March One thousand nine hundred and thirty to Seven thousand pounds payable by equal monthly instalments of Five hundred and eighty-three pounds six shillings and eight pence each on the first day of each month

APPENDIX C (vii.)—*continued.*“A”—*continued.*

as from the first day of March One thousand nine hundred and thirty and after the expiration of the said period of ten years to reduce the said annual instalments to Eight thousand pounds payable by equal monthly instalments of Six hundred and sixty-six pounds thirteen shillings and four pence each until the first day of March One thousand nine hundred and forty-five and to extend the time for payment of the balance of the purchase money until the first day of June One thousand nine hundred and forty-five And whereas the purchasers have agreed to pay to the vendors the said annual sum of Seven thousand pounds by equal monthly instalments of Five hundred and eighty-three pounds six shillings and eight pence each until the first day of March One thousand nine hundred and forty and to pay to the vendors the annual sum of Eight thousand pounds by monthly instalments of Six hundred and sixty-six pounds thirteen shillings and four pence as from the first day of March One thousand nine hundred and forty until the first day of March One thousand nine hundred and forty-five and to pay the whole of the purchase money on or before the first day of June One thousand nine hundred and forty-five And whereas under clause thirteen of the said principal agreement the vendors had an option upon the terms in the said clause appearing to charge interest on all overdue instalments of purchase money at the rate of Seven Pounds per centum per annum from the due date thereof And whereas the vendors have not exercised the said option and have agreed to relinquish and abandon their right to the exercise thereof in respect of any instalments which have or shall become due under the said agreement up to and including the twenty-eighth day of February One thousand nine hundred and thirty And whereas the vendors have agreed to accept interest after the rate of Seven per centum on all overdue instalments of purchase money payable on and after the first day of March One thousand nine hundred and thirty as provided by these presents which concession the vendors have agreed to make Now in consideration of the premises This Agreement Witnesseth as follows:—

1. In lieu of the annual sum of Twenty thousand pounds payable by monthly instalments of One thousand six hundred and sixty-six pounds thirteen shillings and four pence as provided by clause two of the said principal agreement being instalments on account of the balance of purchase money due and owing by the purchasers to the vendors the vendors shall accept from the purchasers and the purchasers shall pay to the vendors on account of the balance of the said purchase money as from the first day of March One thousand nine hundred and thirty equal annual instalments of Seven thousand pounds payable by equal monthly instalments of Five hundred and eighty-three pounds six shillings and eight pence on the first day of each and every month the first payment whereof shall be due and payable on the first day of March One thousand nine hundred and thirty and the subsequent payments monthly thereafter until the first day of February One thousand nine hundred and forty and from and after the said first day of February One thousand nine hundred and forty the purchasers shall pay and the vendors shall accept annual instalments of Eight thousand pounds payable by monthly instalments of Six hundred and sixty-six pounds thirteen shillings and four pence each until the first day of March One thousand nine hundred and forty-five. The first of the said monthly instalments of Six hundred and sixty-six pounds thirteen shillings and four pence shall be due and payable on the first day of March One thousand nine hundred and forty.

2. The purchasers shall pay to the vendors on or before the first day of June One thousand nine hundred and forty-five the balance of the purchase moneys then remaining due and owing by the purchasers to the vendors under the said principal agreement and this agreement and shall also pay to the said vendors on or before the said first day of June One thousand nine hundred and forty-five all amounts due for interest by the purchasers to the vendors under the terms of this agreement.

3. The purchasers shall on demand pay to the vendors interest at the rate of Seven pounds per centum per annum on all overdue instalments of purchase money or any part thereof that shall become due on and after the first day of March One thousand nine hundred and thirty and such interest shall be calculated and payable from the due date for payment of such instalments until the date of payment but without prejudice to the vendors' rights under clause twenty-one of the said principal agreement and this agreement.

4. The vendors hereby abandon and relinquish for all time the right to charge any interest under the said principal agreement on any instalments which have fallen or shall fall due up to and including the twenty-eighth day of February One thousand nine hundred and thirty but thereafter the provisions of clause three hereof shall come into effect.

APPENDIX C (vii.)—*continued.*"A"—*continued.*

5. It is hereby expressly agreed and declared by and between the parties hereto that except as herein modified and/or amended the provisions conditions and agreements contained in the said principal agreements shall remain in full force and effect.

6. The purchasers shall pay to the vendors all costs and expenses of and incidental to the preparation completion and stamping of this agreement.

In witness whereof the parties hereto have hereunto set their hands the day and year first hereinbefore written.

Signed by the said Benjamin Nathan this Fifth day of February 1930 in the presence of F. E. BUNNY, Solicitor, Melbourne.	}	B. NATHAN.
---	---	------------

Signed by the said John Wren this Fifth day of February 1930 in the presence of CECIL J. WILLIAMS, Accountant, 27 Swanston St. Melbourne.	}	JOHN WREN.
---	---	------------

Signed by the said Thomas William Bouchard this Eighteenth day of February 1930 in the presence of A. G. HOLLAND.	}	THOS. WM. BOUCHARD.
--	---	---------------------

Signed by the said George Rees this Eighteenth day of February 1930 in the presence of A. G. HOLLAND, Solicitor, Brisbane.	}	GEO. REES.
---	---	------------

APPENDIX C (vii.)—*continued.*"A"—*continued.*

AN AGREEMENT made this Fifth day of February One thousand nine hundred and thirty between BENJAMIN NATHAN of "Ripponlea" Hotham Street Elsternwick in the State of Victoria in the Commonwealth of Australia Warehouseman and JOHN WREN of Studley Park Kew in the said State Gentleman (hereinafter called "the Vendors") of the first part THOMAS WILLIAM BOUCHARD of Brisbane in the State of Queensland in the said Commonwealth Solicitor and GEORGE REES of Brisbane aforesaid Accountant of the second part and JOHN EDWARD BURKE of South Brisbane Company Director on behalf of himself and all members of Kedron Amateur Racing Club of the third part Whereas the said Thomas William Bouchard and George Rees have been duly appointed under the rules of the Kedron Amateur Racing Club as Trustees for the said Club to the intent and purpose that all the real and personal estate of the said club shall vest in them as such trustees And whereas the said John Edward Burke is the chairman of the committee of the said Kedron Amateur Racing Club to execute these presents on behalf of himself and all other members of the said club And whereas by memorandum bearing date the twenty-fourth day of August One thousand nine hundred and twenty-three the vendors agreed and declared that neither the said trustees nor the members of the Kedron Amateur Racing Club should be individually or personally liable for the payment of any purchase money agreed to be paid under a purchase agreement between the vendors and the said trustees then about to be executed for the sale and purchase of Kedron Park Racecourse and the buildings plant and goodwill thereof or for the observance or performance of any of the agreements and stipulations to be contained in the said proposed purchase agreement And whereas the said proposed purchase agreement between the vendors and the said trustees was thereafter duly executed and bears date the twenty-fourth day of August One thousand nine hundred and twenty-three And whereas doubts have arisen as to the true intent and meaning of the two abovementioned agreements And whereas the vendors and the said Kedron Amateur Racing Club are desirous of entering into a fresh agreement varying the terms of the said purchase agreement of the twenty-fourth day of August One thousand nine hundred and twenty-three for the

APPENDIX C (vii.)—*continued*.“A” —*continued*.

sale and purchase of the said Kedron Park Racecourse and the buildings plant and goodwill thereof And whereas the said varying agreement is prepared and is attached hereto and marked “A” for identification And whereas the members of the said club and the said trustees have refused to execute the agreement so marked “A” for identification except upon the terms of the prior execution by the vendors of this agreement Now this Agreement Witnesseth as follows:—

1. The vendors agree and it is hereby expressly declared that the said agreement of the twenty-fourth day of August One thousand nine hundred and twenty-three for the sale and purchase of the said racecourse and the proposed agreement marked “A” for identification and any future agreement varying either of such agreements and each and all of such agreements shall in no case extend or be deemed to extend to charge or render liable the said trustees or all or any of the members of the said club to any claim or demand whatsoever in respect of the payment of any moneys whether purchase money or interest or otherwise made payable under the said agreements or any of them in respect of the non-observance or non-performance of the said agreements and stipulations in the said purchase agreement of the twenty-fourth day of August One thousand nine hundred and twenty-three or the said proposed varying agreement marked “A” for identification or any future varying agreement beyond the amount of their or his interest as such trustees or trustee members or member in the assets of the said club but that the assets and effects of the said club shall alone be chargeable and liable to answer all claims and demands under and by virtue of the said purchase agreement of the twenty-fourth day of August One thousand nine hundred and twenty-three and/or the said proposed varying agreement marked “A” for identification and/or any further agreement varying the terms of either of the said agreements. The said John Edward Burke for and on behalf of himself and all other members of the said club agrees that the committee of the said club shall direct the said trustees immediately upon such direction to duly execute the said varying agreement marked “A” for identification. The said John Edward Burke for and on behalf of himself and all members of the club agrees that the club will pay the costs of and incidental to the preparation and execution of this agreement.

In witness whereof the parties hereto have hereunto set their hands the day and year first hereinbefore written.

Signed by the said Benjamin Nathan this Fifth day of February 1930 in the presence of F. E. BUNNY, Solicitor, Melbourne	}	B. NATHAN.
Signed by the said John Wren this Fifth day of February, 1930, in the presence of CECIL J. WILLIAMS, Accountant, 27 Swanston street, Melbourne.	}	JOHN WREN.
Signed by the said Thomas William Bouchard this Eighteenth day of February, 1930, in the presence of A. G. HOLLAND.	}	THOS. WM. BOUCHARD.
Signed by the said George Rees this Eighteenth day of February, 1930, in the presence of A. G. HOLLAND.	}	GEO. REES.
Signed by the said John Edward Burke this Fourteenth day of February, 1930, in the presence of A. G. HOLLAND, Solicitor, Brisbane.	}	JOHN ED. BURKE.